

MEETING: REGULAR MEETING OF THE VILLAGE BOARD
DATE & TIME: Monday, December 2, 2024 at 7:00 PM
LOCATION: Germantown Village Hall Board Room
N112 W17001 Mequon Road

Any member of the body and/or citizen may attend the meeting virtually through the WebEx platform, Meeting #:2551 455 8667 Password: ywM4qU5krp2 which can be accessed by phone at 408-418-9388 or by clicking the link below:
<https://villageofgermantown.my.webex.com/villageofgermantown.my/j.php?MTID=m49bcd70fc98c6f1696315d2744b3586a>

Citizens not wishing to attend the meeting personally or virtually may submit any public comments by sending an email to comments@germantownwi.gov by 4 p.m. on the day of the meeting so that it can be provided to the members of the body for their consideration. Previously recorded VillageBoard Meeting Videos can be viewed at https://www.youtube.com/channel/UCOYp0EqELzTCa9X_iCohyhQ

AGENDA

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*
- II. **ROLL CALL:**
- III. **PLEDGE OF ALLEGIANCE:**
- IV. **PRESIDENT’S REPORT:**
- V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST**
COMMITTEE AND DEPARTMENT REPORTS:
- VI. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)*
- VII. **CONSENT AGENDA:**
 - A. Minutes: November 18, 2024
 - B. Resolution Approving the 2025 Germantown Municipal Employees Union Local 730 Contract
 - C. Civic Plus Contract Renewal
 - D. Acceptance of the Liability Insurance Proposal from Municipal Property Insurance Company for Policy Year 2025
- VIII. **UNFINISHED BUSINESS**
 - A. Shortening Village Board Meetings
- IX. **PUBLIC HEARINGS:**
- X. **NEW BUSINESS:**
 - A. Neumann Developments, Agent for Wrenwood North LLC, Property Owner, property south of Freistadt Road and Pleasant View Drive. Final Subdivision Plat for Wrenwood North Addition No. 1 (Phase 2- 26 single-family lots).

- B. Harter's Lakeside Disposal, Agent for Skyline Development Corp, Property Owner; northeast corner of Fond du Lac Avenue/STH145 @ and Spaten Court. Rezone Application for 12.7 acres from M-1: Limited Industrial to M-2: General Industrial and a Conditional Use Permit (CUP) Application to develop and operate a new "Solid Waste Disposal, Collection and Transportation Operation" business.
- C. Village of Germantown Community Development Department - Proposed Text Amendments to Chapter 17.41 (Accessory Use, Building & Structures), Section 17.43 (Site Plan Approval Requirements), Section 17.45 (Traffic, Parking, Loading & Access), and Section 17.46 (Signs) of the Village of Germantown Municipal Code.
- D. Renewal Applications of Secondhand Article and Jewelry Dealer Licenses for 2025
- E. Strategy Concerning Acquisition of Properties in the Village's Village Center District (in the general area of Mequon Road and Pilgrim Road). The Village Board may convene into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.
- F. Contract with Copeland Companies with respect to Acquisition of Properties in the Village's Village Center District. The Village Board may convene into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.
- G. Administrator Setting 2024 Performance Goals Update. The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate.

XI. ADJOURNMENT:

UPON REASONABLE NOTICE, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please contact the Village Clerk at (262)250-4745 at least 2 days prior to the meeting.

MEETING:	REGULAR MEETING OF THE VILLAGE BOARD
DATE AND TIME:	Monday, November 18, 2024 7:00 PM
LOCATION:	Germantown Village Hall Board Room N112 W17001 Mequon Road

MINUTES

- I. **CALL TO ORDER:** *This meeting has been given public notice in accordance with Section 19.83 and 19.84, Wis. Stats, in such form that will apprise the general public and news media of subject matter that is intended for consideration and action.*

Village President Dean Wolter called the Village Board meeting to order at 7:12 PM.

II. **ROLL CALL:**

Present: Trustee David Baum, Trustee Terri Kaminski, Trustee Rick Miller, Trustee Robert Warren, Trustee Jolene Pieper, Trustee Jan Miller, President Dean Wolter, Trustee Meg Cutts

Excused: Trustee Phil Hudson

Also Present: Village Administrator Steve Kreklow, Finance Director Matthew Uselding, Village Clerk Donna Ott, Village Attorney Brian Sajdak, Director of Public Works Matthew Mortwedt, Support Services Manager Erin Hirn, Park & Recreation Director Gil Standridge, Village Engineer Kevin Driscoll, Police Chief Mike Snow, Library Director Trisha Smith, and Sanitary Superintendant Tim Zimmerman

III. **PLEDGE OF ALLEGIANCE:**

Girl Scouts Troop 16578 led the audience in the Pledge of Allegiance.

IV. **PRESIDENT'S REPORT:**

President Wolter thanked the Chamber of Commerce for the outstanding job done on organizing the Christmas parade and events.

V. **ANNOUNCEMENTS OF FORTHCOMING EVENTS OF PUBLIC INTEREST
COMMITTEE AND DEPARTMENT REPORTS:**

Trustees announced upcoming meeting dates and times.

- VI. **CITIZEN INPUT:** *(Please be advised per 19.84(2) that information and comment will be received from the public. It is the policy of this municipality that public input be limited to a three (3) minute period per person with a time extension granted at the*

discretion of the Chairperson. Be advised that there may be limited discussion of the information received but no action will be taken under public comments.)

Lynn Shauer Bedmarz (W156N10121 Pawnee Ct) spoke regarding taxes, the budget, and TIDs.

Steve Wesolowski (W169N10427 Pheasant Run) spoke regarding the location of the proposed new police and fire stations.

Melanie Smythe (N140W17938 Cedar Ln) spoke regarding impact fees and 5-year capital improvement plans.

Scott Hefle (W159N10514 Old Farm Rd) spoke regarding the stop loss contract with Symetra, impact fees, quorums, and citizen comments.

Sarah Larson (W159N9737 Butternut Rd) spoke regarding the Visioning Session for the Village Center District and contracting services.

VII. CONSENT AGENDA:

Motion: Approve as presented

Motioned By: Trustee Baum

Seconded By: Trustee Rick Miller

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

- A. Minutes: October 21, 2024
- B. Application for an **Original Combination** "Class B" Fermented Malt Beverage and Intoxicating Liquor License for Tybee Holdings LLC, N116W16137 Main St, Agent for Consideration: Troy Schmidt
- C. Annual Outside Premise Extension Application for Tybee Holdings LLC, N116W16137 Main St
- D. A Resolution Approving the 2025 Merit Compensation Plan for Non-Represented Employees
- E. Approval of a professional services agreement with Ruekert-Mielke for an amount not to exceed \$20,000 for additional work on the PSC CRP report.

F. Approval to purchase a replacement 20 hp submersible sewage pump from Flygt USA for Lift Station 7 in the amount of \$23,585.60.

G. AXON Lease Agreement

VIII. UNFINISHED BUSINESS

IX. PUBLIC HEARINGS:

A. 2025 Village of Germantown Budget and 2024 Tax Levy

Finance Director Uselding provided a brief overview of the proposed 2025 budget and 2024 tax levy. President Wolter opened up the hearing for public comment.

Scott Hefle (W159N10514 Old Farm Rd) spoke regarding the budget.

Melanie Smythe (N140W17938 Cedar Ln) spoke regarding the budget.

The public hearing closed at 7:44 PM.

X. NEW BUSINESS:

A. Resolution Approving the 2025 Village Budget

Motion 1: Approve as presented

Motioned By: Trustee Rick Miller

Seconded By: Trustee Jan Miller

Motion 2: Amend the original motion to take \$25,000 out of the Highway overtime account and give \$12,500 to both Library and Park & Recreation departments

Motioned By: Trustee Jan Miller

Seconded By: Trustee Cutts

Motion 3: Amend the original motion to take remaining ~\$20,000 out of the Highway overtime account and split evenly between both Library and Park & Recreation departments

Motioned By: Trustee Jan Miller

Seconded By: Trustee Cutts

Motion 3:

Yes: Trustee Jan Miller, Trustee Cutts

No: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, President Wolter

Abstain: None

Motion 3 Failed by Voice Vote (Yes 2, No 6, Abstained 0)

Motion 1:

Yes: Trustee Kaminski, Trustee Rick Miller, Trustee Warren, President Wolter, Trustee Cutts

No: Trustee Jan Miller, Trustee Pieper, Trustee Baum

Abstain: None

Motion 1 Carried by Roll Call Vote (Yes 5, No 3, Abstained 0)

B. Resolution Approving the Levying of Property Taxes for Village Purposes

Motion: Approve as presented

Motioned By: Trustee Kaminski

Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

C. Resolution Authorizing the Placement of Special Charges on the 2024 Tax Roll Against Certain Properties

Motion: Approve as presented

Motioned By: Trustee Rick Miller

Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

D. 3 Year Subscription for the Police Department Phone System

Motion: Approve as presented

Motioned By: Trustee Kaminski

Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

E. Annual Stop Loss Contract with Symetra

Motion: Approve as presented

Motioned By: Trustee Kaminski

Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Warren, Trustee Pieper, Trustee Jan Miller, President Wolter, Trustee Cutts

No: None

Abstain: None

Motion Carried by Roll Call Vote (Yes 8, No 0, Abstained 0)

F. Discussion Related to Open Meetings Law, Quorums and Attending Meetings of Other Bodies

Village Attorney Sajdak provided guidance related to open meetings law, quorums, and attending meetings of other bodies.

G. Award of a contract to J. Miller Electric in the amount of \$383,255.00 for generator replacements at Wells 2 and 7.

Motion: Approve as presented

Motioned By: Trustee Kaminski

Seconded By: Trustee Baum

Yes: Trustee Baum, Trustee Kaminski, Trustee Rick Miller, Trustee Pieper, President Wolter, Trustee Cutts

No: Trustee Warren, Trustee Jan Miller

Abstain: None

Motion Carried by Roll Call Vote (Yes 6, No 2, Abstained 0)

XI. ADJOURNMENT:

Village President Wolter adjourned the Village Board meeting at 8:41 PM.

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 2, 2024

PLACEMENT: Action Item

ITEM TITLE: Resolution Approving the 2025 Germantown Municipal Employees Union Local 730 Contract

SUBMITTED BY: Erin Hirn, Support Services Manager

SUMMARY EXPLANATION:

The Village of Germantown Public Works Union staff met on several occasions with the Support Services Manager and Public Works Director. After much discussion, a 3% increase for all union positions is before the Committee for their approval and recommendation to the board.

ATTACHMENT:

1. 2025 Resolution for DPW Union Contract
2. DPW Union Contract 2025

STAFF RECOMMENDATION:

To approve the Resolution for the 2025 Germantown Municipal Employees Union Local 720 Contract for a 3% increase.

ACTION BY Committee:

Unanimous approval from the General Government & Finance Committee

STATE OF WISCONSIN VILLAGE OF GERMANTOWN WASHINGTON COUNTY

RESOLUTION NO. XX-2024

A Resolution Approving Germantown Municipal Employees Union Local 730 Contract

WHEREAS, the Village of Germantown Support Services Manager and Public Works Director has been in negotiation of the Germantown Municipal Employees Union Local 730 Contract and have come to an agreed contract as attached; and,

NOW THEREFORE BE IT RESOLVED, That the Village Board of the Village of Germantown, does hereby approve the attached Germantown Municipal Employee Union Local 730 Contract.

Date Adopted: _____, 2024.

Dean Wolter
Village President

(SEAL)

ATTEST:

Donna Ott
Village Clerk

AGREEMENT BETWEEN THE VILLAGE OF GERMANTOWN AND THE

GERMANTOWN MUNICIPAL EMPLOYEES UNION - LOCAL 730

AN AFFILIATE OF THE LABOR ASSOCIATION OF WISCONSIN

JANUARY 1, 2025 - DECEMBER 31, 2025

Article 1 - RECOGNITION

The employer hereby recognizes the Labor Association of Wisconsin, Inc. as the sole and exclusive bargaining agent for regular full-time and regular part-time employees of the Village of Germantown employed in the Highway Department, Parks Department, Water Department and Waste Water Department, excluding professional, supervisory, managerial, confidential, temporary, casual, or seasonal clerical employees for the purpose of collective bargaining on matters concerning wages, hours, and all other conditions of employment.

Article 2 – WAGES Effective January 1, 2025 3.0% Wage Increase for all positions.

	2024 Hourly Wage			2025 Hourly Wage		
	Start	150 Day	1 Year	Start	150 Day	1 Year
Mechanic I	26.73	29.07	31.41	27.53	29.94	32.35
Mechanic II	26.94	29.29	31.68	27.75	30.17	32.63
Crew Leader	27.08	29.45	31.86	27.89	30.33	32.82
Operator	26.09	28.41	30.70	26.87	29.26	31.62
Maint Operator	26.40	28.75	31.08	27.19	29.61	32.01
HE Operator	26.57	28.91	31.28	27.37	29.78	32.22
Maint Oper. w/ DNR Cert	26.76	29.12	31.48	27.56	29.99	32.42
Designated Operator	27.41	29.81	32.25	28.23	30.70	33.22

Article 3 - DURATION OF AGREEMENT

The agreement shall be in effect as on January 1, 2025 and shall remain in full force through December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective, duly authorized officers.

Dated this _____ day of _____, 2024

VILLAGE OF GERMANTOWN

GERMANTOWN MUNICIPAL
EMPLOYEES UNION, LAW, INC

By: _____

By: _____

By: _____

By: _____

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 2, 2024

PLACEMENT: Action Item

ITEM TITLE: Civic Plus Contract Renewal

SUBMITTED BY:

SUMMARY EXPLANATION:

Since 2012, the Village of Germantown has partnered with Civic Plus to manage and enhance our website and digital services. Every four years, we leverage an optional redesign to update our site and integrate tools that streamline village processes. Among these, Civic Clerk has transformed our workflows for creating, organizing, and publishing agendas, agenda packets, and meeting minutes. Additionally, Civic Plus's acquisition of AudioEye, which has replaced our previous solution Monsido, supports the Village's commitment to ADA compliance in line with the latest DOJ rulings. This shift is crucial, as recent updates to Title II of the ADA, effective since April 2024, impose stricter requirements on local governments to ensure full accessibility of their websites.

AudioEye provides a robust, WCAG-compliant accessibility plan, including essential compliance documents like the Sustainable Testing and Remediation (STAR) Plan, Accessibility Statement, and Trusted Certification. Civic Plus also supports our efforts through services beyond our website, such as managing both village and police department domains, maintaining our ArchiveSocial platform to archive social media content for all Village departments, and handling codification updates and support for Municode. In the last few years, Civic Plus has acquired many platforms we initially engaged in individually, which has created a more unified and efficient experience across the Village's digital services.

GL

10522000 531290

50640000 581800

60730000 531300

ATTACHMENT:

STAFF RECOMMENDATION:

To Approve the Civic Plus contract which includes Municode, Civic Clerk, Audio Eye, Archive Social, and Village Website & Domain Hosting for no more than \$31,000 for 2025.

ACTION BY Committee:

Unanimous approval from General Government & Finance Committee

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 2, 2024

PLACEMENT: Action Item

ITEM TITLE: Acceptance of the Liability Insurance Proposal from Municipal Property Insurance Company for Policy Year 2025

SUBMITTED BY: Erin Hirn, Support Services Manager

SUMMARY EXPLANATION:

The Village has been utilizing Municipal Property Insurance Company since 2022. Since last year, the property value of the village has increased by 67% from 64.9 million to 108.5 million. Due to this increase in property as well as inflation, the premium has risen by 45%. Every year, a review of our properties is conducted by the Support Services Manager in collaboration with the Department Directors.

ATTACHMENT:

1. Village of Germantown Proposal

STAFF RECOMMENDATION:

To Approve the Municipal Property Insurance Company contract for \$109,479

ACTION BY Committee:

Approved Unanimously by General Government & Finance Committee



MUNICIPAL PROPERTY INSURANCE COMPANY
9701 Brader Way, Suite 301, Middleton, WI 53562 - (608) 821-6303

MPIC Quote

Proposal #: 48-10568-26-001

Agent: Ben Rank

Item I. Named Insured and Principal

Address:

Village of Germantown
N112 W16877 Mequon Rd
Germantown, WI 53022

Contact: Erin Hirn

Phone: (262) 250-4750

Item II. Policy Period:

This Policy takes effect at 12:01 A.M., 1/1/2025, and expires at 12:01 A.M., 1/1/2026.

These effective and expiration times are based upon the local times at the principal address of the first named insured stated in Item I. above.

Item III. Coverages:

Coverage	Valuation	Deductible % Ded	TIV	Rate	Annual Premium
Building	Replacement Cost	\$5,000	\$108,511,634	.0766	\$83,116
Personal Property	Replacement Cost	\$5,000	\$9,438,768	.0766	\$7,230
Property in the Open	Replacement Cost	\$5,000	\$14,869,376	.0766	\$11,389
Contractors Equipment	New Replacement Cost	\$1,000	\$3,149,616	.22	\$6,929
> \$25,000					
Contractors Equipment	See Endorsement	\$1,000	\$706,236		\$0
< \$25,000					
Business Income	Standard	\$5,000	\$2,500,000	.0326	\$815
Schedule Attached					

Total Annual Premium

\$109,479

Billed to Insured

Item IV. Forms and Endorsements made part of this policy at time of issue:

Form (Edition Date)	Description
MPIC 002Q(1123)	Declaration Pages
MPIC 002ENDT(1123)	Variable Coverage Schedules
MPIC 004(1123)	Statement Of Values
MPIC 004P(1123)	Statement Of Values - PITO
MPIC 004CE(1123)	Statement Of Values - Contractors Equipment
MPIC 001(1124)	Policy Form
MPIC 006(0419)	Joint Loss Agreement
MPIC 007(1123)	Loss Payable Endorsement
MPIC 008(0419)	TRIA Cap on Losses Endorsement
MPIC 101(0522)	Business Income Endorsement
MPIC 300(0120)	Contractors Equipment New Replacement Cost
MPIC 509(0918)	Broad Form Coverage of Computer-Related Losses Endorsement
MPIC 510(0119)	Tax Lien Property Endorsement
MPIC 511(0419)	Leased Property Endorsement
MPIC 900(0620)	MPIC Claim Reporting Information
MPIC 901(0620)	Loss Reporting Form

DECLARATIONS
MUNICIPAL PROPERTY INSURANCE COMPANY
Variable Coverage Schedules

Business Income	
Blanket Business Income	\$2,500,000
Total	\$2,500,000

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$132,819,778

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
002		SALT SHED Hwy DEPT STRG					
	001	SALT SHED Hwy DEPT STRG Division Rd West of Village, Germantown, WI 53022	1980	1	3,300	\$192,481	\$9,863
		SALT SHED Hwy DEPT STRG (002) Total				\$192,481	\$9,863
003		KINDERBERG Park					
	001	Mechanical N106W15060 Buckthorn Dr., Germantown, WI 53022	2004	1	140	\$11,878	\$16,014
	002	Park Bldg N106W15060 BUCKTHORN DR., GERMANTOWN, WI 53022	1999	1	1,624	\$486,027	\$5,302
	003	Tennis N106W15060 BUCKTHORN DR./ DONGES BAY RD, GERMANTOWN, WI 53022	2003	1	48	\$5,727	\$3,182
		Property in the Open					\$775,649
		KINDERBERG Park (003) Total				\$503,632	\$800,147

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$132,819,778

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
004		DHEINSVILLE Hist. Park					
	001	Bast Bell Museum N128 W18780 HOLY HILL RD, GERMANTOWN,WI 53022	1999	2	4,280	\$763,136	\$0
	002	DHEINSVILLE Hist. Park N128 W18780 Holy Hill Rd, Germantown,WI 53022		0	0	\$14,105	\$214,963
	003	DHEINSVILLE Hist. Park N128 W18780 Holy Hill Rd, Germantown,WI 53022	1950	1	441	\$44,859	\$2,757
	004	Festhalle Park Shelter N128 W18780 HOLY HILL RD, GERMANTOWN,WI 53022	2021	1	11,200	\$790,603	\$0
	005	Wolf N128 W18780 HOLY HILL RD, GERMANTOWN,WI 53022	1854	2	1,962	\$512,222	\$0
		Property in the Open					\$348,905
		DHEINSVILLE Hist. Park (004) Total				\$2,124,925	\$566,625
005		WELL HOUSE #4					
	001	WELL HOUSE #4 N106 W16730 OLD FARM RD, GERMANTOWN,WI 53022	1980	1	736	\$583,699	\$0
		WELL HOUSE #4 (005) Total				\$583,699	\$0
006		Municipal Bldg					
	001	Municipal Bldg Annex N112 W16877 MEQUON RD, GERMANTOWN,WI 53022	1982	1	7,671	\$1,820,242	\$178,694
	002	Police Dept. Garage N112 W16877 MEQUON RD, GERMANTOWN,WI 53022	1980	1	20,974	\$7,577,060	\$1,366,772
	003	Police Impound N112 W16877 Mequon Rd, Germantown,WI 53022		0	0	\$153,560	\$0
		Property in the Open					\$11,029
		Municipal Bldg (006) Total				\$9,550,862	\$1,556,495

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$132,819,778

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
007		GERMANTOWN Comm. Library					
	001	GERMANTOWN Comm. Library N11 W16957 MEQUON RD, GERMANTOWN,WI 53022	2000	1	28,571	\$8,879,248	\$4,528,759
		Property in the Open					\$84,840
		GERMANTOWN Comm. Library (007) Total				\$8,879,248	\$4,613,599
008		WELL HOUSE #11					
	001	WELL HOUSE #11 N112 W13575 MEQUON RD, GERMANTOWN,WI 53022	2010	1	3,568	\$2,444,346	\$159,075
		WELL HOUSE #11 (008) Total				\$2,444,346	\$159,075
009		Village HALL					
	001	Village HALL N112 W17001 MEQUON RD, GERMANTOWN,WI 53022	1999	1	15,500	\$4,710,741	\$733,866
		Village HALL (009) Total				\$4,710,741	\$733,866
010		Survive Alive House - Fire St. #2					
	001	Survive Alive House - Fire St. #2 N115 W18700 EDISON DR., GERMANTOWN,WI 53022	2003	2	3,415	\$702,263	\$146,879
		Survive Alive House - Fire St. #2 (010) Total				\$702,263	\$146,879
011		Fire Station #2					
	001	Fire St. #2 N115W18752 EDISON DR., GERMANTOWN,WI 53022	2001	1	11,080	\$2,797,069	\$502,147
	002	Training station N115W18752 EDISON DR., GERMANTOWN,WI 53022	2001	2	976	\$361,312	\$0
		Fire Station #2 (011) Total				\$3,158,381	\$502,147

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$132,819,778

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
012	TREATMENT PLANT						
	001	TREATMENT PLANT N116 W17230 MAIN ST, GERMANTOWN,WI 53022	1956	1	1,500	\$305,318	\$106,050
		TREATMENT PLANT (012) Total				\$305,318	\$106,050
013	Main St LIFT STATION						
	001	Main St LIFT STATION N116 W17235 MAIN ST, GERMANTOWN,WI 53022	1986	1	1,566	\$1,832,756	\$0
		Main St LIFT STATION (013) Total				\$1,832,756	\$0
014	Lift Station #6						
	001	Lift Station #6 N112 W16877 MEQUON RD. CTY LINE RD, GERMANTOWN,WI 53022	1975	1	150	\$921,999	\$0
		Lift Station #6 (014) Total				\$921,999	\$0
015	Public Works Old Site						
	003	DPW GARAGE #4 N122 W17177 FOND DU LAC AVE., GERMANTOWN,WI 53022	2001	1	9,600	\$657,404	\$180,285
	004	DPW GARAGE #5 N122 W17177 FOND DU LAC AVE., GERMANTOWN,WI 53022	2010	1	5,525	\$375,629	\$116,655
		Public Works Old Site (015) Total				\$1,033,033	\$296,940
016	METERING STATION						
	001	METERING STATION N96W12401 CTY LINE RD, GERMANTOWN,WI 53022	1993	1	100	\$162,999	\$0
		METERING STATION (016) Total				\$162,999	\$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$132,819,778

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
017 ALT BAUER Park							
	001	ALT BAUER Park W165N10749 Wagon Trl, Germantown,WI 53022	2003	1	48	\$5,302	\$233,204
		Property in the Open					\$320,801
		ALT BAUER Park (017) Total				\$5,302	\$554,005
018 FRIEDENFELD Park							
	001	FRIEDENFELD Park W140 N11492 COUNTRY AIRE DR., GERMANTOWN,WI 53022	2002	1	720	\$45,177	\$0
	002	FRIEDENFELD Park W140 N11492 Country Aire Dr., Germantown,WI 53022	2005	1	0	\$8,272	\$1,379
		Property in the Open					\$153,773
		FRIEDENFELD Park (018) Total				\$53,449	\$155,152
019 WELL HOUSE #2							
	001	GENERATOR BUILDING W158 N11371 POTOMAC CIR., GERMANTOWN,WI 53022	2000	1	0	\$126,624	\$0
	002	WELL HOUSE #2 W158 N11371 POTOMAC CIR., GERMANTOWN,WI 53022	1970	1	704	\$374,250	\$0
		WELL HOUSE #2 (019) Total				\$500,874	\$0
020 SPASSLAND Park							
	001	SPASSLAND Park - Shelter/Restroom W160 N9998 COLONIAL DR., GERMANTOWN,WI 53022	2013	1	832	\$233,416	\$79,538
		Property in the Open					\$381,568
		SPASSLAND Park (020) Total				\$233,416	\$461,106

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$132,819,778

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
021		Fire Department Office					
	001	Fire Dept. - Office W162 N11810 PARK AVE., GERMANTOWN,WI 53022	1950	1	1,650	\$269,261	\$0
	002	Storage Bldg W162 N11810 Park Ave., Germantown,WI 53022	1980	1	270	\$10,075	\$3,288
		Fire Department Office (021) Total				\$279,336	\$3,288
022		Fire Station #1					
	001	FIRE Dept. - Storage W162 N11862 Park Ave., Germantown,WI 53022	1980	1	270	\$10,075	\$3,288
	002	FIRE Dept.- Fire Station #1 W162 N11862 PARK AVE., GERMANTOWN,WI 53022	1950	1	8,640	\$1,604,430	\$68,932
	003	FIRE Dept.- Restroom W162 N11862 Park Ave., Germantown,WI 53022	1997	1	576	\$137,441	\$2,757
	004	Maintenance Garage W162 N11862 Park Ave., Germantown,WI 53022	1950	1	1,050	\$89,082	\$185,481
		Fire Station #1 (022) Total				\$1,841,028	\$260,458
024		Sr CITIZENS ACTIVITY Cr					
	001	Sr CITIZENS ACTIVITY Cr W162 N11960 PARK AVE., GERMANTOWN,WI 53022	1978	1	9,769	\$2,495,144	\$237,022
		Sr CITIZENS ACTIVITY Cr (024) Total				\$2,495,144	\$237,022
025		OLD FARM PKG LIFT STATION					
	001	OLD FARM PKG LIFT STATION W172 N10591 DIVISION RD, GERMANTOWN,WI 53022	1986	1	1,400	\$1,846,224	\$0
		OLD FARM PKG LIFT STATION (025) Total				\$1,846,224	\$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$132,819,778

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
026		Highway Utility					
	001	Salt Dome W172 N12217 Division Rd, Germantown,WI 53022	1999	1	5,281	\$280,078	\$7,742
	002	Storage W172 N12217 Division Rd, Germantown,WI 53022	1980	1	897	\$38,072	\$10,923
	003	Telephone Bldg W172 N12217 Division Rd, Germantown,WI 53022		0	0	\$87,703	\$87,703
		Highway Utility (026) Total				\$405,853	\$106,368
027		WELL HOUSE #3					
	001	WELL HOUSE #3 W180 N11625 RIVER LN., GERMANTOWN,WI 53022	2006	1	3,485	\$2,547,109	\$180,285
		WELL HOUSE #3 (027) Total				\$2,547,109	\$180,285
028		Village Comm. Bldg					
	001	Village Comm. Bldg W188 N11590 Maple Rd, Germantown,WI 53022	2002	1	144	\$38,178	\$24,710
		Village Comm. Bldg (028) Total				\$38,178	\$24,710
029		LIFT STATION #3					
	001	LIFT STATION #3 W188 N9811 APPLETON AVE., GERMANTOWN,WI 53022	1988	1	0	\$358,025	\$0
		LIFT STATION #3 (029) Total				\$358,025	\$0
030		LIFT STATION #7					
	001	LIFT STATION #7 W191 N10900 KLIENMANN DR., GERMANTOWN,WI 53022	2005	1	0	\$633,755	\$0
		LIFT STATION #7 (030) Total				\$633,755	\$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$132,819,778

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
032		WELL HOUSE #5					
	001	WELL HOUSE #5 W168N11283 WESTERN AVE., GERMANTOWN,WI 53022	1970	1	576	\$405,323	\$0
		WELL HOUSE #5 (032) Total				\$405,323	\$0
033		WIEDENBACH Park					
		Property in the Open					\$116,655
		WIEDENBACH Park (033) Total				\$0	\$116,655
034		HAUPT STRASSE Park					
		Property in the Open					\$404,051
		HAUPT STRASSE Park (034) Total				\$0	\$404,051
035		SCHOEN LAUFEN Park					
		Property in the Open					\$21,210
		SCHOEN LAUFEN Park (035) Total				\$0	\$21,210
039		WATER TOWER #3					
	001	WATER TOWER #3 N112 W13575 MEQUON RD., GERMANTOWN,WI 53022	2003	1	0	\$5,276,518	\$0
		WATER TOWER #3 (039) Total				\$5,276,518	\$0
040		ELEV WATERSPHEROID TANK #1					
	001	WATER TOWER #1 W188 N11600 MAPLE RD, GERMANTOWN,WI 53022	1991	1	0	\$2,388,140	\$0
		ELEV WATERSPHEROID TANK #1 (040) Total				\$2,388,140	\$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$132,819,778

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
041		TANK, WATER ELEVATED #2					
	001	WATER TOWER #2 N101 W15201 STARLITE DR., GERMANTOWN,WI 53022	1989	1	0	\$2,412,107	\$0
		TANK, WATER ELEVATED #2 (041) Total				\$2,412,107	\$0
042		Wrenwood Lift Station					
	001	Wrenwood Life Station N114W14421 WRENWOOD CT, GERMANTOWN,WI 53022	2020	1	900	\$875,231	\$0
		Wrenwood Lift Station (042) Total				\$875,231	\$0
043		Booster Auxiliary Water Pump Station					
	001	Booster Auxiliary Water Pump Station GOLDENDALE RD, GERMANTOWN,WI 53022	2018	1	0	\$221,432	\$0
		Booster Auxiliary Water Pump Station (043) Total				\$221,432	\$0
045		Firemans Park					
	001	Firemen's Park Shelter W162 N11862 Park Ave, GERMANTOWN,WI 53022	2020	1	4,140	\$1,206,531	\$30,648
	002	Pavillion 2 - Gehl Performing Arts W162 N11862 PARK AVE., GERMANTOWN,WI 53022	2020	1	628	\$489,527	\$10,605
		Firemans Park (045) Total				\$1,696,058	\$41,253
046		Village Wide					
		Property in the Open					\$12,250,896
		Village Wide (046) Total				\$0	\$12,250,896

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$132,819,778

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
047		WELL HOUSE #7					
	001	WELL HOUSE #6 W168N11301 WESTERN AVE., GERMANTOWN,WI 53022	1970	1	960	\$759,212	\$0
		WELL HOUSE #7 (047) Total				\$759,212	\$0
048		Department of Public Works Facility (2024)					
	001	DPW Facility (Value includes Salt Shed & Yard Wasted Facility) W130N10200 TOWN 9 PKWY, Germantown,WI 53022	2024	2	141,000	\$39,000,000	\$0
	002	Salt Shed (Value included in DPW Facility) W130N10200 Town 9 Parkway, Germantown,WI 53022	2024	1	8,765	\$0	\$0
	003	Residential Yard Waste Facility (Value included in DPW Facility) W130N10200 Town 9 Parkway, Germantown,WI 53022	2024	1	5,072	\$0	\$0
		Department of Public Works Facility (2024) (048) Total				\$39,000,000	\$0
049		Grosenick Property					
	001	Vacant Office Building W157N11593 FOND DU LAC AVE, Gemantown,WI 53022	1987	1	4,000	\$450,000	\$0
	002	Vacant Dwelling N116W15843 Main St, Germantown,WI 53022				\$728,000	\$0
		Grosenick Property (049) Total				\$1,178,000	\$0

STATEMENT OF VALUES

MUNICIPAL PROPERTY INSURANCE COMPANY

Coverage Amount - \$132,819,778

Site	Bldg	Description	Year Built	Floors	Square Footage	Building RC	Personal Property RC
050		Well #12 & Tower #4					
	001	Well #12 W210N13180 GATEWAY CROSSING, Germantown, WI 53022	2025	1	2,550	\$2,559,474	\$0
	002	Tower #4 W210N13180 Gateway Crossing, Germantown, WI 53076		3		\$2,240,277	\$0
		Well #12 & Tower #4 (050) Total				\$4,799,751	\$0
051		Golden Dale Booster Station					
	001	Golden Dale Booster Station W204N12333 GOLDENDALE RD, Germantown, WI 53022	2024	1	2,024	\$1,155,486	\$0
		Golden Dale Booster Station (051) Total				\$1,155,486	\$0
Building Subtotal							\$108,511,634
Contents Subtotal							\$9,438,768
Property in the Open Subtotal							\$14,869,376
Building, Contents and PITO Total							\$132,819,778

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
003	<i>KINDERBERG Park</i>		
	Basketball Court		\$31,815
	Park Shelter		\$31,815
	Playground		\$277,214
	Splash Pad		\$159,075
	Tennis Courts (4)		\$275,730
	KINDERBERG Park (003) Total		\$775,649
004	<i>DHEINSVILLE Hist. Park</i>		
	Archery		\$4,242
	Festhalle		\$328,755
	Park Gazebo		\$15,908
	DHEINSVILLE Hist. Park (004) Total		\$348,905
006	<i>Municipal Bldg</i>		
	Autel Evo Nano + MDA2 Drone, Serial # 2AGNTMDA2409A		\$954
	Autel Robotics Evo II Enterprise 640T Drone, Serial # H9R92143496		\$10,075
	Municipal Bldg (006) Total		\$11,029
007	<i>GERMANTOWN Comm. Library</i>		
	Village Electronic Message Center (Sign)		\$84,840
	GERMANTOWN Comm. Library (007) Total		\$84,840
017	<i>ALT BAUER Park</i>		
	Basketball Court		\$31,815
	Basketball Court		\$31,815
	Fence around tennis courts		\$31,815
	Pedestrian bridge		\$7,954
	Playground		\$79,538
	Tennis Courts (2)		\$137,865
	ALT BAUER Park (017) Total		\$320,801
018	<i>FRIEDENFELD Park</i>		
	Fence around baseball field		\$74,235
	Playground		\$79,538

PROPERTY IN THE OPEN

MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
	FRIEDENFELD Park (018) Total		\$153,773
020	<i>SPASSLAND Park</i>		
	Basketball Courts (2)		\$63,630
	Disc Golf Nets		\$1,909
	Disc Golf Pads		\$19,089
	Fence around tennis courts		\$31,815
	Park Shelter		\$31,815
	Playground		\$95,445
	Tennis Courts (2)		\$137,865
	SPASSLAND Park (020) Total		\$381,568
033	<i>WIEDENBACH Park</i>		
	Basketball Court		\$31,815
	Fishing Pier		\$5,303
	Playground		\$79,538
	WIEDENBACH Park (033) Total		\$116,655
034	<i>HAUPT STRASSE Park</i>		
	Ball field lighting		\$43,481
	Fencing around ball field		\$63,630
	Fencing around Pickleball courts		\$31,815
	Pickleball Courts		\$137,865
	Picnic Shelter		\$21,210
	Playground		\$79,538
	Skate Park		\$26,513
	HAUPT STRASSE Park (034) Total		\$404,051
035	<i>SCHOEN LAUFEN Park</i>		
	Picnic Shelter		\$21,210
	SCHOEN LAUFEN Park (035) Total		\$21,210
046	<i>Village Wide</i>		
	1,444 Fire Hydrants @ \$8,000 each		\$12,250,896
	Village Wide (046) Total		\$12,250,896

PROPERTY IN THE OPEN
MUNICIPAL PROPERTY INSURANCE COMPANY

Site	Description	Quantity	Replacement Cost
PROPERTY IN THE OPEN TOTAL			\$14,869,376

CONTRACTORS EQUIPMENT

MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
1974 HYSTER A091 RUBBER TIRE ROLLER, S/N:A-091-C-2298-U		\$73,299
1980 KLAUER VP-3D SNOWBLOWER, S/N:3277		\$114,478
1990 JOHN DEERE 624E END LOADER W/PLOW 7 WING, S/N:DW624EH531195		\$205,428
1991 CHILTON CHILTON TRAILER 6000 LBS, S/N:14DBE1620MV000239		\$8,988
1991 KLAUER MP3D ROTARY SNOW REMOVER, S/N:3487		\$94,213
1992 TRAMAC BRN125 HYDRAULIC HAMMER		\$20,710
1994 FELLING FT7W FELLING FT7W TANDEM TRAILER, S/N:1F9FS1428S1072313		\$8,988
1996 CASE BUCKET FOR CASE LOADER		\$22,508
1996 FELLING FT10W FELLING FT10W TANDEM, S/N:1F9FS1422T1072700		\$8,988
1996 INGERSALL RAND P1852JD AIR COMPRESSOR, S/N:268068UHG327		\$18,181
1998 CH & E T216 TRASH PUMP, S/N:5107139		\$17,654
1998 GENIE PLATFORM, AERIAL WORK		\$11,100
1998 WACKER PT6LT PUMP TRASH 6", S/N:1W9PS0519WM203044		\$21,010
1999 CASE 621C CASE LOADER, S/N:JEE0092744		\$140,625
1999 PACE AMERICAN CA16864 ENCLOSED 7000 LBS GRAY TRAILER PUMPS, S/N:40LUB1426YP060388		\$10,112
1999 PACE AMERICAN CS612SA ENCLOSED SINGLE AXLE TRAILER VOTING EQUIPMENT, S/N:40LFB1214XP055143		\$5,618
1999 PACE AMERICAN SC8520TA3 ENCLOSED TRAILER 20FT. WATER BREAK, S/N:40LWB2024XP052034		\$16,939
1999 TORO 5020 SAND PRO, S/N:08886-90465		\$20,259
2000 CATERPILLAR XQ225 PORTABLE GENERATOR, S/N:E36HVA04		\$100,043
2000 FELLING FT-10LE FT-10LE TANDEM TRAILER		\$8,988
2000 JOHN DEERE 250 SKIDSTEER LOADER, S/N:KV0250E251509		\$41,397
2001 PROTECH SHORING BOX		\$8,255
2002 HAULMARK CB6X10DS2 ENCLOSED SINGLE AXLE TRAILER RED, S/N:16HCB10152H090683		\$5,618
2002 LIEBHERR A904 BACKHOE EXCAVATOR, S/N:WLHZ0666ZZK013392		\$213,094
2002 ROTOBEC 5609 MUL-C-3 BRUSH GRAPPLE ATTACHMENT, S/N:4J09-034		\$9,602
2002 SEFAC 120M65BL TRUCK LIFT, S/N:PME412065...B		\$33,014
2003 BEHNKE DT81X12E602 DUMP TRAILER 12,000LBS, S/N:4L5ST16293F005059		\$10,593
2003 PROSPAN SHORING		\$10,354
2004 PACE AMERICAN WS58HD ENCLOSE SINGLE AXLE TRAILER WATER CONFINED EQ., S/N:40LFB08124P104112		\$5,618
2004 REX 98000 HYDRAULIC VALVE TURNER, S/N:11404		\$7,977
2004 UEMSI SRX-C EASEMENT ATTACHMENT-HOSE REEL		\$17,654
2005 CATERPILLAR BML02523 BACKHOE LOADER W/ATTACHMENTS, S/N:CAT0430DKBML02523		\$84,744
2005 MANITOWOC MW12CF TRUCK LIFT, S/N:10003		\$6,945
2005 TRACKLESS MT5T TRACKLESS MT5T, S/N:3176		\$146,055
2006 JOHN DEERE SO42569A 60" TRANCHER W/ROCK CHAIN, S/N:KVTR60X100151		\$7,977
2007 PIPE HUNTER 2834V5 VALVE EXERCISER		\$53,177
2007 SUMMA S75T SIGN MAKING SYSTEM-CUTTER		\$10,636
2007 TRAFFTECH PRA39 SIGN MAKING SYSTEM-ROLLER		\$6,645
2008 BRADCO 4425 TREE MOVER/PLANTER		\$18,815

CONTRACTORS EQUIPMENT

MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
2008 CON-COR RSC CC3700 DIAMOND CONCRETE SAW, S/N:138089		\$22,580
2008 JOUN DEERE 1445 TRACTOR/SNOWBLOWER, S/N:TC1445D080476		\$25,088
2008 SEILER INSTRUMENT 92720168 S6 ROBOTIC TOTAL STATION SURVEY		\$55,194
2008 TOYOTA 8FDU30 FORKLIFT, S/N:10184		\$22,805
2010 SEILER INSTRUMENT R6301-5- TRIMBLE GPS ROVER #1		\$21,507
2010 SEILER INSTRUMENT R6301-50 TRIMBLE GPS ROVER #2		\$21,507
2011 PANTHER TP12KC-D 12 K LIFT, S/N:2011JUL0056		\$8,827
2012 JOHN DEERE 6430 COMFORTGAURD TRACTOR/MOWER, S/N:1L06430KCKK720233		\$88,054
2012 JOHN DEERE-BROOKS 644K 664K WHEEL LOADER-BROOK, S/N:1DW644KZCCE647364		\$341,646
2013 PJ C5 7 X 18 FLATBED UTILITY TRAILER, S/N:3CVC51822D2506997		\$4,817
2013 STALKER RADAR MESSAGE CENTER, S/N:1P91F1018DG301233		\$19,834
2013 TAKEUCHI TB153FR MINI-EXCAVATOR, S/N:158301673		\$80,784
2013 WACKER RD27-120 VIBRATING ASPHALT COMPACTER, S/N:20002085		\$36,518
2014 CRAFTCO SS125D DIESEL MELTER CRACK FILLING MACHINE, S/N:1C9SY1017E1418339		\$44,697
2014 ELLIS 1600 MITRE BAND SAW, S/N:16141 0383		\$3,820
2014 SCOTCHMAN 12012-24M IRONWORKER 120 TON PUNCH, S/N:51084M0714		\$34,492
2015 MACLEAN 9Z4327 MV4 Z-MISC MV4 TRACKLESS MOWER W/PLOW, S/N:1324		\$162,770
2015 POWERLINER PL6950 PAINT STRIPPER, S/N:1539700009		\$8,651
2016 JOHN DEERE 5075M UTILITY TRACTOR/SWEEPER & 8FT BROOM, S/N:1LV5075MCGG400163		\$76,259
2016 MILLERMATIC 350P WELDER, CABLE & SPOOLGUN, S/N:MF480033T		\$5,727
2016 VERMEER 150012VP BRUSH CHIPPER, S/N:1VR2161V2G1006731		\$63,102
2017 BLUE DIAMOND CP 24-160230 BLUE DIAMOND COLD PLANER, S/N:40686		\$23,594
2017 KUBOTA ZD1211R KUBOTA ZD1211R, S/N:20124		\$15,729
2017 KUBOTA ZD1211R KUBOTA ZD1211R, S/N:20125		\$15,729
2017 KUBOTA SVL-75 SVL752HFWC TRACK LOADER SKID STEER, S/N:32190		\$93,250
2017 SCHULTE SMR-800 SCHULTE MULTIRAKE SMR-800, S/N:R500100656609		\$12,358
2017 TOWMASTER T-12DT TILT BED TRAILER, S/N:4KNTT1629HL161435		\$9,095
2018 RSS RT508 COMPOST REVOLVER SCREENER, S/N:RT20170146		\$78,645
2018 TOWMASTER T-40TA TILT BED TRAILER, S/N:4KNTT2429JL160073		\$28,088
2019 B&B ENTERPRISES 1315 SHORT TANDEM 1000 GALLON TANK TRAILER, S/N:4L5TT1725KF049285		\$7,864
2019 WANCO WTSP WANCO SOLAR ARROW BAORD, S/N:5F11S1010K1005742		\$5,618
2020 FALCON 4 TON HOT BOX TRAILER/W TACK SPRAYER , S/N:1F9P41720LM339163		\$56,175
2020 MACLEAN MV4.1 MACLEAN MV4.1, S/N:1442		\$184,254

CONTRACTORS EQUIPMENT

MUNICIPAL PROPERTY INSURANCE COMPANY

Description (Year/Make/Model/Serial #)	Department	Replacement Cost
2021 TAKEUCHI TB290 TAKEUCHI TB290 EXCAVATOR, S/N:185107907		\$117,968
2021 BOBCAT ZT7000 BAGGER MOWER 999701200157	PUBLIC WORKS	\$18,313
2021 BOBCAT ZT7000 MOWER 999701200159	PUBLIC WORKS	\$14,268
2021 CARRY-ON TRAILER VIN:4YMBC0819MM024371	LIBRARY	\$2,809
2021 FURUKAWA ROCK DRILL F6-FSP KENT F-6 BREAKER 5252, S/N:F6-15252		\$13,482
2021 HITACHI ZW180-6 WHEEL LOADER RYUPD860LH8405575	PUBLIC WORKS	\$186,501
2021 KUBOTA LX3310 HSD W/LOADER KBUB8BHCHM1M14596	PUBLIC WORKS	\$48,310
2021 KUBOTA LX3310 LOADER WITH SNOWBLOWER SERIAL #KBUB8BHCHM1M14596	PUBLIC WORKS	\$48,254
2022 80X18 7K ALUMINUM DELUXE 5LEB1UG23N1217035	PUBLIC WORKS	\$7,864
2022 ORANGE LINE TANDEM 7,000 LBS. TRAILER, MODEL #TU60- 16BK4AR2B, VIN #7RD1U1925P4227530		\$6,190
2022 STANLEY HYD. POWER UNIT HP8BA 3379	PUBLIC WORKS	\$14,718
2022 TOWMASTER TANDEM TRAILER VIN# 4KNBT272916133	PUBLIC WORKS	\$11,213
2023 BOBCAT ZT7000, B5TY11242, ZERO TURN MOWER	PUBLIC WORKS	\$15,225
2023 KUBOTA RTV, MODEL # RTV-X1100CWL-H, SER. # 82771		\$23,310
MESSAGE TRAILER	DPW	\$22,050
CONTRACTOR'S EQUIPMENT ≥ \$25,000		\$3,149,616
CONTRACTOR'S EQUIPMENT < \$25,000		\$706,236
CONTRACTOR'S EQUIPMENT TOTAL		\$3,855,852

MUNICIPAL PROPERTY INSURANCE COMPANY

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MUNICIPAL PROPERTY INSURANCE COMPANY

9701 Brader Way, Suite 301, Middleton, WI 53562

Policy Provisions

Read the entire policy carefully to determine rights, duties, and what is and what is not “covered.” Several provisions in this policy restrict coverage.

Throughout this policy, the words “you” and “your” refer to the Named Insured shown on the Declarations page. The words “we”, “us” and “our” refer to Municipal Property Insurance Company. Other words and phrases that appear in quotation marks have special meaning. Refer to Section IX, Definitions, and Section IV. Definition of “Contractors Equipment”.

In consideration of the provisions of this policy, the payment of premium, receipt of a statement of values, “Property in the Open” schedule and/or contractors equipment detail, we insure those named on the Declaration page for the coverages defined in this policy, during the policy term stated on the Declarations Page.

SECTION I – PERILS “COVERED” Coverage: This policy insures against sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

SECTION II – DEDUCTIBLE

The amount shown as deductible on the Declarations page shall be deducted from the claim for each “occurrence”.

If more than one coverage under this policy applies to the same “occurrence”, then the deductible will be calculated as follows: we will determine which coverage accounts for the largest proportion of the loss, and only the deductible associated with the largest portion of the loss will apply, unless otherwise stated.

SECTION III – AMOUNT OF COVERAGE

With regard to “buildings”, personal property regardless of its location, and “Property in the Open”:

The amount of coverage shall be limited as stated in Sections IV, V and VII.

Unless limited by other provisions of this policy or by endorsement, “buildings”, personal property, and “Property in the Open”, are subject to an “occurrence” limit of 125% of the Total Insured Value shown on the Statement of Values.

SECTION IV – “COVERED” PROPERTY; LIMIT OF COVERAGE

Subject to the terms, conditions, limitations and exclusions in the policy, this policy covers:

- A. “Buildings” and structures listed on the Statement of Values.
- B. Non-Owned Property. “Buildings” and structures listed on the Statement of Values for which you may be contractually liable in the event of damage or destruction and which are in your care, custody or control and being used for a legitimate governmental purpose.
- C. Personal property you own or are legally responsible for insuring.
- D. “Property in the Open”. The amount we will pay for “Property in the Open” is limited to \$10,000 per “occurrence”. However, this \$10,000 limitation per “occurrence” does not apply to items listed separately on the Statement of Values “Property in the Open” detail list.

- E. Leased property improvements and betterments at locations listed on the Statement of Values. In the event improvements or betterments made by you are damaged or destroyed during the term of this policy by an insured peril, our liability will be determined as follows:
1. If you elect to repair or replace a damaged improvement or betterment, actual repair or replacement must be made as soon as reasonably possible after the loss or damage occurs, but not to exceed two (2) years unless the time is extended in writing by us.
 2. If the improvements or betterments are not repaired or replaced, we will pay a fraction of the original cost of the improvement. The fraction will be proportional to the remaining term of the lease as of the date of loss.
- F. The cost of removing debris when "covered" property is destroyed or damaged by an insured peril. However, unless otherwise provided for in this policy, debris removal does not apply to costs:
1. To extract "pollutants" or "contaminants" from land or water; or
 2. To remove, restore or replace land or water containing or affected by "pollutants" or "contaminants"; or
 3. For asbestos cleanup, removal or abatement.
- G. The cost to repair or replace foundations of "buildings", structures, machinery or boilers, provided that those foundations are beneath the basement level or underground.
- The most we will pay for any "occurrence" under this section is \$250,000.
- H. The cost of excavation, grading or filling related to an "occurrence", the most we will pay under this coverage is \$50,000.
- I. Lawns, trees, shrubs, and plants if within 100 feet of an insured "building". The amount we will pay is limited to \$500 for any one tree, shrub, or plant and \$1,000 for lawn damage up to a maximum of \$25,000 per "occurrence"
- J. "Contractors Equipment", as defined in Section X., that you own or are legally responsible for insuring up to a limit of \$25,000 for each item including its attachment(s). Equipment not listed in Section X. is considered personal property and is "covered" the same way as your other personal property. See Section IV.C.

Coverage, in excess of the \$25,000 per item, is provided only if the equipment is scheduled and a premium for the coverage is shown on the Declarations page, unless the equipment is newly acquired during the current policy period, provided your interest is not covered under any other policy of insurance.

EXCEPTION: Contractors Equipment that is not-owned, and has been rented, borrowed or leased for a period of 180 days or less, and you are contractually responsible for insuring, is considered scheduled "Contractors Equipment", for the period of use, provided your interest is not covered under any other policy of insurance.

- K. "Valuable Records" that are your property or property of others in your care, custody, or control.

We will also pay for:

1. Expenses necessary to research and recreate lost "valuable records"; and
2. Expenses necessary for transcribing or copying lost "valuable records" from available secondary sources.

We will not pay for losses caused by errors, omissions, or negligence in processing or copying.

- L. Employees' Personal Property. We will cover personal property owned by your employees while on your premises if that employee's property is not covered by other insurance. The maximum coverage for property owned by any one employee is \$500. The coverage limit for each "occurrence" is \$10,000.
- M. Personal property owned by someone other than you or your employees, if the personal property is not covered by other insurance, while it is in your care, custody, or control and while it is on the premises described in the Statement of Values. The coverage limit per "occurrence" for all such property is \$10,000.
- N. "Extra Expense". Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to a maximum of \$10,000,000 (unless a higher limit has been established by endorsement) under this "extra expense" coverage subject to the following:

We will pay "Extra Expense" to allow you to continue "operations" at:

- 1. Your insured premises; or
- 2. Replacement premises; or
- 3. Temporary premises you use while your insured premises are being restored.

Costs to relocate, or to equip and operate the premises in N.2 or N.3, are covered.

Adjustment of any loss under this coverage will reflect the salvage value of property that you obtained for use while your property was being restored and that you retain after the resumption of normal "operations".

- O. "Buildings" or structures acquired by you during the policy period at any location, provided your interest is not covered under any other policy of insurance.
- P. Remodeling and repairs to existing buildings listed on the Statement of Values, unless the work involves an increase in square footage or a change in the footprint of the building or foundation.
- Q. Underground fiber optic cable. We will pay for the repair or replacement of underground fiber optic cable within 1,000 feet of a covered "building" when loss of or damage to the cable is caused by a "covered" peril.
- R. Refrigerated Property. We will pay for loss or damage you sustain from spoilage of refrigerated or perishable property you own or are legally responsible to insure, if the spoilage is due to:
 - 1. Contamination by a refrigerant; or
 - 2. Temperature change due to:
 - a. Mechanical breakdown or failure of refrigeration systems;
 - b. Burning out of electric motors;
 - c. Blowing of fuses or circuit breakers;
 - d. The breakdown or malfunction of the equipment or apparatus connecting or controlling refrigeration systems, electrical motors, or electrical power; or
 - e. Complete or partial lack of power to operate the refrigeration systems.
- S. Ordinance or Law Coverage.

Provided a loss or damage to "covered" property is caused by an insured peril we will pay up to \$10,000,000 (unless a higher limit has been established by endorsement) for the increased cost to repair, rebuild or reconstruct "covered" property caused by enforcement of or compliance with a building, zoning or land use ordinance or law subject to the following:

1. We will also pay for loss or damage to the undamaged portion of a "covered" "building" or structure caused by enforcement of or compliance with any ordinance or law that:
 - a. Requires the demolition of parts of the same "building" or structure not damaged by an insured peril;
 - b. Regulates the construction or repair of "buildings" or structures, or establishes zoning or land use requirements at the described premises; and
 - c. Is in force at the time of loss or damage.
2. The following conditions apply to this coverage and must be met before we will make payment:
 - a. You must actually repair or replace the "covered" property; and
 - b. You must repair or replace the property as soon as reasonably possible after the loss or damage. Unless we consent to writing, this time period may not exceed two years.
3. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law.
4. The most we will pay under this coverage is the increased cost of construction at the same site, unless an ordinance or law requires relocation to another site, in which case the most we will pay is the increased cost of construction at the new site.
5. If the property is repaired or replaced on the same or another site, we will not pay more for loss or damage to "covered" property, including loss caused by enforcement of or compliance with an ordinance or law, than the amount you actually spend to repair or rebuild the "building" or structure to the minimum standards required by the ordinance or law. In no event will we pay more than the following:
 - a. For a "historical building":
 - 1) The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or
 - 2) The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style.
 - b. For all other "covered" "buildings" or structures, the cost of repairing or rebuilding at the same site a "building" or structure of the same height, square footage, style and quality as the "covered" property at the time of the loss or damage.
6. If the property is not repaired or replaced, we will not pay more for loss or damage to "covered" property, including loss caused by enforcement of or compliance with an ordinance or law, than the "actual cash value" of the "covered" property at the time of the loss or damage.
7. We will not pay for the cost of compliance with any ordinance or law that requires:

- a. Repairing, remediating, or tearing down property due to “contaminants” or “pollutants” or resulting from the presence or spread of “fungus”, wet or dry rot, viruses, bacteria, or other microorganisms; or,
- b. Testing for, monitoring, or cleaning up “pollutants”, “contaminants”, wet or dry rot, “fungus”, viruses, bacteria, or other microorganisms.

T. Limited Coverage for Unscheduled “Buildings”

For unscheduled “buildings” not on the Statement of Values, coverage will be provided up to \$1,000,000 for a covered loss.

It is a condition of this coverage that the “buildings” be scheduled when discovered. In addition, you must pay any unpaid premium on the unscheduled “buildings” back to policy inception.

This coverage does not apply when:

1. The insured intentionally left the “buildings” unscheduled; or
2. The insured could have discovered with reasonable diligence that the “buildings” had unintentionally been left unscheduled.

This provision does not apply to “buildings” or structures acquired by you during the policy period as coverage for these items is provided in Section IV.O. in this policy.

U. Electronic data processing equipment, “electronic data” and “computer programs” consisting of the following:

1. Electronic data processing equipment owned by or leased to you, including its component parts and similar property of others for which you are legally liable;
2. Your “electronic data”, “computer programs” and similar property of others for which you are legally liable.
3. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents that were converted to “electronic data”.
4. We will also pay for:
 - a. Expenses necessary to research and recreate lost “electronic data”;
 - b. Expense for copying lost “electronic data” from available secondary sources.
5. We will not cover:
 - a. “Electronic data” or “computer programs” which cannot be replaced with others of the same kind or quality;
 - b. Losses caused by errors, omissions, or negligence in processing or copying; or,
 - c. Accounts that are your records of accounts receivables.

V. Fire Department Charges.

We will reimburse you for charges of fire departments involved in containing a fire or other “covered” loss to which this insurance applies. No deductible applies to this reimbursement.

W. Asbestos Cleanup, Abatement and Removal.

We will pay up to \$5,000,000 for your expense to clean up, abate, or remove from "covered" property asbestos particles that are discharged, dispersed, or released, subject to the following conditions:

1. The discharge, dispersal, or release must occur as a result of a covered peril.
2. Covered damages before the cost of the asbestos cleanup, removal, or abatement must exceed the policy deductible.
3. The discharge, dispersal, or release must occur accidentally and begin and end within 72 hours.
4. The discharge, dispersal, or release must not be the result of planned building renovation, remodeling or demolition activities.

X. Service Dogs and Horses.

Service dogs and horses are considered to be destroyed if, because of injury, the dog or horse is not able to perform the dog's or horse's normal functions and there is no reasonable prospect that the dog or horse will be able to do so.

1. For service dogs and horses that are destroyed in the scope of their duties, we will pay for the cost to replace the dog or horse and the cost of any necessary training.
2. We will pay the cost of necessary treatment and care to enable the dog or horse to resume performing the dog's or horse's normal functions. We will not pay the cost of treatment and care to treat and prevent disease. This coverage does not apply to mortality, injury, or sickness from causes outside the scope of duties of the service dog or horse.

The maximum amount we will pay per service dog or horse is the lesser of \$50,000 or the total of the expenses related to the replacement of the dog or horse plus expenses for the care or treatment of the service dog or horse. A deductible of \$1,000 will apply to this coverage on a per "occurrence" basis.

- Y. We will pay the reasonable and necessary expenses we require you to incur for the documentation of an "occurrence". The most we will pay for these expenses is \$50,000.

This coverage does not apply to any expenses incurred by "you" for any insurance adjusters, consultants, attorneys retained by you or any work performed by their subsidiary or affiliate.

- Z. We will pay for reasonable and necessary architectural design and engineering fees associated with an "occurrence". The most we will pay for this coverage is \$250,000.

AA. Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.

1. The coverage described in Paragraph 2. below only applies when: a) the "fungus", wet or dry rot, virus, bacterium or other microorganism is the result of one or more of the "specified causes of loss", other than fire or lightning; b) the "specified causes of loss" occurs during the policy period; and c) you took all reasonable measures to protect the property from additional damage during and after the "occurrence".
2. We will pay for direct physical loss or damage caused by "fungus", wet or dry rot, virus, bacterium or other microorganism subject to the coverage limits specified in Paragraph 3 of this Limited Coverage. For purposes of this paragraph, the term "loss or damage" includes costs necessarily incurred to:
 - a. Eradicate the "fungus", wet or dry rot, virus, bacterium or other microorganism;

- b. Access the part of the "building" or other property where the "fungus", wet or dry rot, virus, bacterium or other microorganism is located; and
 - c. Test to ensure that the "fungus", wet or dry rot, virus, bacterium or other microorganism has been successfully eliminated.
3. We will pay no more than \$25,000 for each "covered" loss under Paragraph 2. We will pay no more than \$50,000 for the total of all occurrences of "covered" losses under Paragraph 2. During any annual policy period, regardless of the number of claims made. We will pay no more than \$25,000 for a particular "specified causes of loss" which results in "fungus", wet rot, dry rot, virus, bacterium or other microorganism even if the "fungus", wet rot, dry rot, virus, bacterium or other microorganism remains present through multiple policy periods or reappears in subsequent policy periods.
 4. This coverage does not increase the amount we will pay for loss or damage to "covered" property above the limits referenced in **Section III – Amount of Coverage**. We will not pay more than the limits set forth in **Section III – Amount of Coverage** even if loss or damage results from more than one cause, including "fungus", wet rot, dry rot, virus, bacterium or other microorganism.

If there is a "covered" loss or damage not caused by "fungus", wet rot, dry rot, virus, bacterium or other microorganism, payment for that loss will not be limited by this coverage unless "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage. To the extent that "fungus", wet rot, dry rot, virus, bacterium or other microorganism increases the amount of the loss or damage, payment for that increase is limited by the terms of Paragraph 3.

5. The following additional condition applies to losses "covered" under **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** when the policy includes the Business Income Endorsement: The "specified causes of loss" definition will apply to any loss arising from "fungus", wet or dry rot, virus, bacterium or other microorganism that is "covered" under Paragraph B. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism** and under the Business Income Endorsement.

BB. "Fine Arts". We will only provide coverage for "Fine Arts" subject to the following:

1. We will not pay more than \$50,000 for any one "Fine Arts" unless you insure those items for specific amounts by purchasing an Agreed Value Fine Arts Endorsement.
2. The most we will pay for each item covered under this additional coverage shall not exceed the lesser of the following amounts:
 - a. \$50,000;
 - b. The cost of replacing the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site; or
 - c. The amount actually spent repairing your damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years from the date of the loss or damage, unless the time is extended in writing by us.
3. **SECTION VII-Basis of Recovery** does not apply to this additional coverage.

CC. "Flood". We will provide coverage for loss due to "flood", subject to the following limitations:

1. This Additional Coverage does not apply to loss at any property located in a designated flood plain, special flood hazard area (SFHA) or 100-year flood plain with a prefix of "A" or "V" – as specified and defined by the National Flood Insurance Program (NFIP).

The most we will pay under this Coverage is \$5,000,000 per policy period.

DD. "Pollutants" or "Contaminants". We will pay no more than \$2,000,000 for reasonable and necessary expenses incurred for removal, disposal or clean-up of actual "pollutants" or "contaminants" from land or water at an insured location and due to "specified causes of loss". The release, emission, leakage or spreading of "pollutants" or "contaminants" must be caused by a loss not otherwise excluded.

The most we will pay in each annual policy period under this coverage is \$2,000,000 for all "specified causes of loss".

All expenses must be reported to us within 180 days after the date of the "specified causes of loss" to be eligible for this coverage. We will not pay for costs of testing for "pollutants" or "contaminants" unless such testing is performed while the "pollutants" or "contaminants" are being removed from the land or water. We will not pay for costs of monitoring "pollutants" or "contaminants" or determining the extent of pollution or contamination.

EE. Emergency Response Equipment

Emergency response equipment contained within or on an emergency response vehicle that is not affixed or attached is covered as personal property subject to a \$1,000 deductible per occurrence regardless of any other applicable deductible.

FF. We will pay not more than \$5,000,000 per policy period for:

1. Earthquake, meaning a shaking or trembling of the earth's crust, caused by underground volcanic or tectonic forces or by breaking or shifting of rock beneath the surface of the ground from natural causes.
2. Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.
3. Landslide, meaning the rapid downward movement of a mass of rock, earth or artificial fill on a slope.
4. Mine Subsidence, meaning lateral or vertical ground movement caused by a failure initiated at the mine level of man-made underground mines, including but not limited to coal, clay limestone and fluorspar mines.

All Earthquake shocks, Volcanic Eruptions, Landslides or Mine Subsidence ground movements that occur within any 168-hour period will constitute a single Earthquake, Volcanic Eruption, Landslide or Mine Subsidence.

The following additional exclusions apply to this coverage:

1. This insurance for Earthquake, Volcanic Eruption, Landslide and Mine Subsidence does not apply to, or modify any limits or deductibles that apply to:
 - a. The insurance otherwise provided for loss or damage by fire or explosion that results from an Earth Movement, other than Volcanic Eruption, and for loss or damage by fire, building glass breakage or "volcanic action" that results from a Volcanic Eruption; or
 - b. Any other Insurance provided for loss or damage to which Earth Movement exclusion does not apply.
2. This insurance will not pay for loss or damage caused by or resulting from any Earthquake, Volcanic Eruption, Landslide or Mine Subsidence that begins before the inception of this insurance.
3. This insurance does not apply to the cost of restoring or remediating land or to loss resulting from the time required to restore or remediate land.

GG. We will pay not more than \$100,000 per policy period for damage caused by water below the surface of the ground including water which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basements, or other floors, or through doors, windows, or any other openings in such sidewalks, driveways, foundations, walls, or floors; unless loss by fire, sprinkler leakage or explosion (not excluded in this policy) results, then we will pay for only such resulting loss.

EXCEPTION: Coverage for sewer, septic system or sump pump backup that is contained within a "building" or structure are covered up to the policy coverage limit.

SECTION V – PROPERTY NOT "COVERED"

The following are not "covered" property unless specifically added or endorsed to this policy:

- A. Land, water, crops, and standing or cut timber, wherever located.
- B. Cost of excavation, grading or filling not related to an "occurrence".
- C. Underground and buried cables, pipes, flues or drains, underground storage tanks and tunnels including those that are part of your storm, water or sewer systems, located more than 1,000 feet, on the horizontal, from a "covered" "building" or structure. Coverage is provided for underground and buried pipes, flues or drains that are:
 - 1. Part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station premises; or
 - 2. Part of a geothermal heating and cooling system.
- D. Those portions of sidewalks, bridges (including roadway/vehicular bridges and railroad bridges), roadways, culverts, paved surfaces, and associated guard rails located more than 100 feet from a "covered" "building" or structure, except for bridges that are:
 - 1. Bridges used exclusively for pedestrian traffic.
- E. Dams, pavements, swimming pools and related equipment, retaining walls, bulkheads, piers, bridges, canals, seawalls, breakwaters, wharves and docks for damage caused by any of the following: flood; earthquake; freezing; thawing; impact of watercraft; the pressure or weight of ice or water, whether driven by wind or not; and, erosion or deterioration, whether gradual or sudden.
- F. Railroads, meaning trackage, beds, ties and railroad bridges.
- G. Aircraft, except for drones, and vehicles licensed for road use.
- H. Animals and livestock, except for service dogs and horses.
- I. "Money" and "securities", including postage stamps and food stamps, deeds, evidence of debt, or accounts receivable.
- J. Overhead or suspended transmission, distribution, or conductor lines of all types.
- K. "Buildings" and structures, including property contained within a "building" or structure, "vacant" for more than sixty (60) consecutive days before the loss or damage occurs. However, this paragraph only applies to the perils of: vandalism; sprinkler leakage or "water damage", unless you have used reasonable means to protect the sprinkler or plumbing system against freezing; building glass breakage; theft; or attempted theft. For all other perils "covered", loss adjustment shall be on an "actual cash value" basis for the "vacant" building, personal property and "Property in the Open" within 1,000 feet of the "vacant" building.

SECTION VI – LOSSES EXCLUDED

A. We will not pay for loss or damage caused directly or indirectly by, based upon, or arising out of any of the following:

1. Wear and tear; improper maintenance; extremes of temperatures unless you exercised due diligence with respect to maintaining the proper temperature for the property involved; dampness or dryness of atmosphere; deterioration; rust or corrosion; disease; inherent vice; inherent or latent defect; contamination; smog; smoke, vapor or gases from agricultural or industrial operations; error, omission, or deficiency in design, specifications, workmanship or materials; settling, cracking, shrinkage, bulging or expansion of pavements, sidewalks, foundations, walls, floors, roofs, or ceilings; insects, or birds; "malicious programming"; unless loss by a peril not excluded in this policy results, and then we will be liable for only such resulting loss.
2. Unexplained or mysterious disappearance of any property or shortage disclosed upon taking inventory.
3. Dishonest or criminal act committed by you or any "employee(s)" acting alone or in collusion with others whether or not occurring during the hours of employment. However, if a criminal act results in a "specified causes of loss", we will pay for the loss or damage caused by that "specified causes of loss".
4. Release, emission, leakage or spreading of "pollutants" or "contaminants", subject to the following:
 - a. This exclusion does not apply:
 - 1) If the release, emission, leakage or spreading of "pollutants" or "contaminants" is caused by a "specified causes of loss"; or
 - 2) To chemical damage to glass;
 - b. When a release, emission, leakage or spreading of "pollutants" or "contaminants" results in a "specified causes of loss", the loss or damage caused by that "specified causes of loss" is a "covered" loss.
5. An "occurrence", condition, or explosion within any steam boiler, steam generator, steam turbine, steam engine, or steam piping that you own, lease, or operate. However, we will pay for loss or damage resulting from:
 - a. Fire;
 - b. Combustion explosion; or
 - c. Explosion of fuels or gases within the furnace of a fired vessel or the adjoining flues or passages.
6. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment; except when such condition results from a fire or explosion. However, if a loss by a peril not otherwise excluded in this policy results, we will be liable for only such resulting loss.
7. Electrical or mechanical breakdown including rupture or bursting caused by centrifugal force. However, if a loss by a peril not otherwise excluded in this policy results, we will then be liable for only such resulting loss.

EXCEPTION: If mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
8. Animal or insect nesting, infestation, or waste.
9. Any loss arising out of any act committed:
 - a. By or at the direction of an insured; and

- b. With the intent to cause a loss.

10. Interruption of utility services related to overhead transmission lines or satellites

B. Loss or damage based upon or arising out of any of the following causes is excluded, whether such cause is direct or indirect. This exclusion applies even when another cause contributes concurrently or in any sequence to the loss or damage.

1. Nuclear reaction, nuclear radiation, or radioactive contamination. However, we will pay for loss or damage due to fire caused by nuclear reaction, nuclear radiation, or radioactive contamination.
2. Wet rot, dry rot, or "fungus". But we will pay for loss or damage caused by:
 - a. "specified causes of loss" that resulted from wet rot, dry rot or "fungus";
 - b. fire; or
 - c. lightning.

For causes of loss other than fire or lightning, coverage is governed by **SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE** Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium and Other Microorganism.**

3. Virus, Bacterium, or other microorganism, except to the extent that coverage is provided in Item AA. **Limited Coverage For "Fungus", Wet Rot, Dry Rot, Virus, Bacterium And Other Microorganism.**
4. "Flood", including spray from any "flood", whether driven by wind or not, unless otherwise provided under **SECTION IV – "COVERED" PROPERTY; LIMIT OF COVERAGE.**
5. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in hindering or defending against any of these.
6. Failure by you to take all reasonable measures to prevent further property damage during and after a loss.

SECTION VII – BASIS OF RECOVERY

Replacement of property "covered" by Section IV of this policy shall be based upon "replacement cost" (without deduction for depreciation) of those items to which this policy applies unless otherwise limited by other provisions of this policy, by endorsement or the following:

- A. The most we will pay for loss or damage to "covered property" other than a "historical building" shall not exceed the lesser of the following amounts:
 1. The policy limits of your coverage under this agreement.
 2. The amount incurred to repair or replace the damaged property at the time of loss with property of like kind and quality to be used for the same purpose on the same site.
 3. The amount incurred to repair or replace the damaged property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.
 4. The "actual cash value" of the property at the time of loss or damage unless it is repaired or replaced subject to the following.

- a. If you do not provide us with written notice of your intent to repair or replace the damaged "covered" property within 180 days of the date of loss, then you will receive "actual cash value".
 - b. If you receive a settlement on an "actual cash value" basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged "covered" property; or
 - c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the "actual cash value" of the property at the time of loss or damage.
- B. With respect to a "historical building", our liability for "covered" loss or damage shall not exceed the lesser of the following amounts:
1. The policy limits of your coverage under this agreement.
 2. If the "historical building" is a total loss:
 - a. The cost of repairing or replacing at the same site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure; or
 - b. If an ordinance or law requires relocation to a different site, the cost of repairing or replacing at the new site a "building" or structure of the same height, square footage and style with a less costly "building" or structure that is functionally equivalent to the damaged "building" or structure.
 3. The cost of repairing or replacing the damaged portion of the "covered" "historical building" with less costly material consistent with its previous architectural style. We will not pay for expenses incurred more than two (2) years after the loss unless the time is extended in writing by us.
 4. The "actual cash value" of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:
 - a. If you do not provide us with written notice of your intent to repair or replace the damaged "covered" property within 180 days of the date of loss, then you will receive "actual cash value."
 - b. If "you" receive a settlement on an "actual cash value" basis, you may make a written request within 180 days of the date of loss to repair or replace the damaged "covered" property; or.
 - c. If there were plans for disposal or demolition of the property prior to the loss or damage, you will receive the "actual cash value" of the property at the time of loss or damage.
- C. The most we will pay for "cosmetic damage" from a "covered" peril, shall not be more than 5% of the "actual cash value" of the damage, subject to the following:
1. No payment shall be made under this provision if any other payment is made for any other damage associated with the insured property.
 2. Payments made under this provision shall only be paid one time per insured building, regardless of the number of occurrences during the policy period.
 3. Any payment for damages under this provision, in any prior policy period, precludes all future payments under this provision.

SECTION VIII – CONDITIONS

This policy is subject to the following conditions:

- A. **Other Insurance.** If there is other insurance covering loss to the property from any peril(s) insured against under this policy, we will not be liable under this policy until such other insurance has been exhausted. We shall not be liable for payment of deductibles under other policies.
- B. **Cancellation and Nonrenewal.** You may cancel this policy at any time by giving us written notice or returning the policy to us and stating at what future date coverage is to stop.

We may cancel or not renew this policy by written notice to you at the address shown on the declarations. If the notice is mailed, it will be by first class mail. Proof of delivery of mailing is sufficient proof of notice.

If this policy is in effect for less than 60 days, we may cancel you for any reason.

If this policy has been in effect 60 days or more or if it is a renewal of a policy issued by us, we may cancel or not renew only at the anniversary date unless:

1. The premium has not been paid when due;
2. We discover material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy, or presenting a claim under the policy,
3. There has been a substantial change in risk assumed that we could not have reasonably foreseen or contemplated in writing the policy; or
4. There have been substantial breaches of contractual duties, conditions or warranties.

If we cancel this policy, we will give you notice at least ten days before cancellation is effective.

If we cancel or non-renew this policy at the anniversary date, we will give you at least 60 days advance notice.

Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

- C. **Renewal.** If we decide to renew or amend this policy at the anniversary date with terms less favorable to you or at a higher premium, we will give you notice of the altered terms at least 60 days prior to the renewal or anniversary date. Our notice will be delivered or mailed by first class mail.

A notice is not needed if it involves a premium increase and the premium increase:

1. Is less than 25% and is generally applicable to the class of business to which this policy belongs; or
2. Results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in classification or the units of exposure, or increased policy coverage.

- D. **Change in Use or Occupancy.** If your use or occupancy of any “building” or structure “covered” by this policy changes, you must notify “us” of such change in use or occupancy at renewal.
- E. **Appraisal.** In the event that you and we disagree as to the value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser within twenty days of such demand. These two appraisers will then select a competent and disinterested umpire; and

failing for fifteen days to agree upon such umpire, then, on request of you or we, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located.

The appraisers will appraise the loss, stating separately the value and damage. Failing to agree, they will submit their differences to the umpire. A decision agreed to, in writing and filed with us, by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of appraisal and umpire equally.

If there is an appraisal, we still retain our right to deny the claim.

F. **Options.** In the event of a loss or damage to “covered” property we will, at our option, decide whether to:

1. Pay based on the cost to repair or replace the damaged “covered” property; and/or
2. Retain salvage rights to the damaged “covered” property.

G. **Abandonment.** There may be no abandonment of any property to us.

H. **When Losses Will Be Paid.** We will pay for covered loss or damage within 30 days after we receive the Sworn Statement in Proof of Loss, provided you have complied with all of the terms of this policy, and (1) we have reached agreement with you on the amount of loss; or (2) a valid Appraisal Award has been rendered.

I. **Loss Payable.** Loss will be adjusted with and payable to you except with regard to loss of property in which others have an insurable interest identified in this policy as owner(s), mortgagee(s), or loss payee(s), at which time the loss will be adjusted with you and payable to you and such other owner(s), mortgagee(s), or loss payee(s) as designated.

J. **Subrogation.** Upon payment to you by us, we acquire all rights of recovery you have or may have against any party, to the extent of such payment. We will not be entitled to recover until you have been made whole. Any waiver of subrogation made by you on or after the effective date of this policy to insure your property through us is not binding on us and will not affect our rights of recovery against any party to the extent of any payment by us to you.

K. **Liberalization.** Any change we make to this coverage form during the policy period, or the 45 days preceding it, that expands the coverage provided by this policy and that does not require the payment of additional premiums will be included in the policy.

L. **Suit Against Us.** No suit to recover any loss may be brought against us unless:

1. The terms of the property coverage have been fully complied with; and
2. The suit is commenced within one year after the loss.

If any applicable law makes this limitation invalid, then suit must begin with the shortest period permitted by the law.

M. **Assignment.** Assignment of this policy will not be valid except with the written consent by us.

N. **Premium Adjustment:**

Only endorsements adding or deleting a coverage components, during the policy period, resulting in a net premium adjustment will be charged or credited to the insured. These premium adjustments will be charged or credited on a pro-rata basis from the effective date of the endorsement.

O. No Benefit To Bailee:

No one, other than the policyholder, who has custody of the "covered" property is entitled to the benefits of this policy.

- P. Inspections and Surveys.** You grant us the right to have rating, advisory, rate services or similar organizations make insurance inspections and surveys and create reports or recommendations on our behalf. The decision to make any inspections and surveys or to issue reports or recommendations is at our sole discretion. The activities of these organizations are for our benefit in establishing premiums but may incidentally indicate possible improvements to your business activities.

These inspections and surveys are not intended to benefit you, your employees, or the public and should not be relied upon in lieu of conducting your own health and safety inspections. Neither we nor any organization performing an inspection or survey on our behalf warrants that conditions on your premises are safe or healthful or that they comply with applicable laws, regulations, or safety standards.

Q. Duties In The Event Of Loss or Damage

You must see that the following are done in the event of loss or damage to "covered" property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage including a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the "covered" property from further damage, and keep a record of your expenses necessary to protect the "covered" property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a "covered" peril. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
8. Cooperate with us in the investigation or settlement of the claim.
9. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

SECTION IX – DEFINITIONS

- A. "Actual cash value" means the cost (new) to replace the structure with one of like kind and quality less physical depreciation and obsolescence as determined by Wisconsin's Broad Evidence Rule.
- B. "Builders risk property" means:
1. "Buildings", structures or "Property in the Open" in the course of construction;
 2. "Building materials";
 3. Foundation of a "building", structure or "Property in the Open" in the course of construction;
 4. Addition to an existing "building", structure or "Property in the Open";
 5. Temporary structures built or assembled on the premises", including cribbing, scaffolding, signs, fences, and construction forms used in the course of construction or alterations or repairs of the "builders risk property"; and
 6. Underground and buried pipes, flues or drains but not including those that are part of your storm, water or sewer systems.
- C. "Building" or "buildings" means:
1. Any structure that exhibits two or more of the following characteristics;
 - a. Structural walls and roof covering
 - b. Some form of permanent foundation (post, block, slab or sub-grade)
 - c. Permanent utility services (electrical service, heating ventilation or air conditioning or plumbing)
 2. Completed additions;
 3. Permanently installed fixtures, machinery and equipment;
 4. Communication towers 100 feet or greater in height;
 5. Electrical substations, including control structures, transformers, distribution equipment and related structures located within the substation area;
 6. Lift stations, wells or pumping locations;
 7. Permanent water storage tanks and towers;
 8. Wastewater lagoons, including: plastic, synthetic, clay or other lagoon liners, lagoon riprap and soil/subsoil embankments;
 9. Gas reduction or odorizing stations; or
 10. Underground and buried pipes, flues or drains that are part of a geothermal heating or cooling system, or part of the water treatment plant, wastewater treatment plant, lift station or gas reduction station, but not including those that are part of your storm, water or sewer systems.

- D. "Building materials" means unattached materials and supplies, fixtures and machinery, and equipment used to service the "buildings", structures or "Property in the Open" that are intended for use in the construction or occupancy of the "buildings", structures or "Property in the Open". "Building materials" also includes "building materials" in the custody of the contractor or subcontractor intended for use in the construction or occupancy of the "building", structure or "Property in the Open" if not covered by other insurance.
- E. "Computer program(s)" means a sequence of instructions that performs a specific task when executed by a computer or device connected to it.
- F. "Contaminants" means mixture or contact with an impure or a foreign substance which, when introduced to the property, injures the property's usefulness.
- G. "Cosmetic Damage" means the disfiguring, blemishing, tarnishing, denting or other outward damage that changes the appearance of insured property, but does not impair its ability to function as intended.
- H. "Covered" means insured by us under this policy.
- I. "Electronic data" means facts, information, documents, records or "computer programs" stored on, used on, or transmitted to or from electronic devices, equipment or media.
- J. "Employee(s)" means any partner, member, officer, manager, employee (including leased employees), director, trustee, or official.
- K. "Extra Expense" means the excess (if any) of the total cost incurred during a reasonable time period while the property is being restored, chargeable to your "operations", over and above the total cost that would normally have been incurred to conduct your "operations" during the same period had no damage or destruction occurred.
- L. "Fine Arts" means works of art, museum collections, limited production collectibles, historical value items, antiques or rare articles, including etchings, pictures, photographs (negatives and positives), lithographs, gallery proofs, original records, statues, sculptures, and similar property.
- M. "Flood" means a general and temporary condition of partial or complete inundation of 2 or more acres of normally dry land area or of 2 or more properties (at least 1 of which is the policyholder's property) from:
1. Overflow of inland or tidal waters; or
 2. Unusual and rapid accumulation or runoff of surface waters from any source; or
 3. Mudflow; or
 4. Collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.
- N. "Fungus" means mold, mildew, or any other type of fungus, including mycotoxins, spores, odors or byproducts arising out of the current or past presence of a fungus.
- O. "Historical building" means any "building" or structure listed by the Wisconsin State Historical Society on the Wisconsin State and National register of historic places.
- P. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system. that results in the distortion, corruption, manipulation, copying, deletion, destruction, slowing down, restriction of access or withholding of that "electronic data" or computer system.

- Q. "Money" means currency (electronic and government issued), coins, bank notes, bullion, travelers checks, registered checks and money orders (including those held for sale to the public).
- R. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions within a 72-hour period, which results in property damage during the policy period.
- S. "Operations" means the performance of your functions and duties at the insured premises.
- T. "Property in the Open" means mobile or permanently affixed personal property designed to be left exposed to the elements and outside of a covered building.
- U. "Pollutants" means largely undesirable substances, irritants, "contaminants", chemicals or waste products that interfere with human comfort or health or that adversely affect the air, soil, water or other natural resources.
- V. "Replacement Cost" means the cost to repair or replace (new) the property with like kind and quality.
- W. "Securities" means all negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes revenue stamps, food stamps, and other stamps in current use; tokens and tickets.
- X. "Sinkhole collapse" means the abrupt settlement, systematic weakening or collapse of the land supporting a covered "building" that results from simultaneous movement of soil, sediment or rock into subterranean voids created by the effect of water on a limestone or similar rock formation. "Sinkhole collapse" does not include collapse of the land into manmade underground cavities or ordinary settling or cracking of the covered "building" or its foundation.
- Y. "Specified causes of loss" means the following: upset, collision, impact, or overturn of aircraft or vehicles; civil commotion; explosion; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; vandalism; volcanic action; "water damage"; weight of snow, ice or sleet; windstorm. It also means falling objects, not including loss or damage to "Property in the Open" or to the interior of a "building" or its contents if the exterior of the "building" remains undamaged by the falling objects.
- Z. "Vacant" means:
1. Unoccupied or unused "building" for more than sixty (60) consecutive days
 2. If you are a tenant of a unit or suite leased to you that does not house sufficient personal property to allow you to conduct your normal business "operations".
 3. If you are an owner or general lessee of a "building", less than 31 % of the total square footage of your "building" is used by an owner, a lessee, or a sub-lessee to conduct its normal business "operations".
- "Buildings", units, suites or structures under construction or renovation are not considered "vacant".
- A suspension of "operations" or period of inactivity during part of each year which is usual and incidental to the described occupancy of the "building", unit, suite or structure shall not be deemed "vacant".
- Change of occupancy shall be recognized by us only if formal action changing the occupancy of the "building", unit, suite or structure was taken by your governing board prior to the loss.
- AA. "Valuable Records" means inscribed, printed, or written documents; manuscripts or records, including abstracts, books, deeds, drawings, films, maps, and mortgages. "Valuable Records" does not mean your accounts receivables, "money" or "securities".

BB. "Water damage" means the accidental escape of water or steam from a plumbing system, HVAC system, or appliance on your insured premises as a direct result of the breakdown or failure of that system or appliance. "Water damage" does not include accidental discharge or overflow of water from a sump system.

This policy is made and accepted subject to the foregoing provisions together with such other provisions and agreements as may be added by endorsement.

SECTION X. DEFINITION OF "CONTRACTORS EQUIPMENT"

The following items are "Contractors Equipment" and must be scheduled to have coverage in excess of the \$25,000 provided in **Section IV.J**:

Airport Equipment	Farm Equipment	Portable Equipment
Aircraft Servicing Equipment	Balers	Compactors Compressors
Fire Fighting Equipment	Combines	Excavators Generators
Snow Removal	Cultivators	Pumps Scales
Equipment	Harvesters	Stages Tanks
Asphalt/Concrete Plants	Haybines	Turbines Water Blaster
All-Terrain Vehicles	Planters	Pulvi-Mixers
Augerminer	Spreaders	Railroad Equipment
Back Hoes	Forklifts	Railroad Cars
Boats/Motors	Golf Carts	Railroad Engines
Booster Heaters	Grinders	Track Service Vehicles
Boring Machines	Hauling Equipment (off Highway)	Road Equipment
Brush Burners	End Dumps	Flushers Graders
Cement Mixers	Hoisting Machines	Oilers Scrapers
Chippers	Honey Wagons	Rollers Sweepers
Choppers	Hydraulic Breaker	Spreaders Shoulder Machines
Compaction Equipment Pneumatic	Lake Treatment Equipment	Robots
Rollers	Barges	Rock Pickers
Steel Wheel Rollers	Lake Sprayers	Road Wideners
Tamping Compactors	Weed Harvesting Equipment	Sand Blasters
Vibratory Compactors	Leaf Suckers	Seeders
Concrete Saws	Lifts	Sewer Jetters
Conveyors	Loaders	Sewer Rodders
Core Drill	Mowers	Shovels
Cranes	Mulchers	Sludge Trucks
Crack Melter	Painting Machines	Sludge Injectors
Crushing & Aggregate	Paving Equipment	Snow Grooming Equipment
Discs	Base Plants Finishers	Snow Blowers
Ditchers	Distributors Mixers	Snowmobiles
Draglines	Profilers Plants	Sprayers
Drones	Rippers Screeners	Street Sweepers
Earth Moving Equipment	Spreaders Surge Bins	Stump Cutters
Crawler Loaders	Scarafiers Asphalt Heaters	Stump Pullers
Loader - Backhoes	Tar Kettles Tumblers	Surge Bins
Motor Graders	Transit Mixers	Tractors (including riding lawnmowers)
Motor Scrapers	Personal Watercraft	Trailers
Rubber-Tired Loaders	Pile Driving Equipment	Tree Movers/Planters
Wheel Tractors	Pipeline Equipment	Valve Operator
End Loader Type	Plow Blades	*Vehicles
Equipment Derricks	Plow Wings	Water Wagons
Equipment Excavating		Welders
Excavators		Windrow Eliminators
		Windrower

Attachments related to the operation of the property listed above need not be scheduled. They are covered as part of the basic power unit.

*Vehicles designed for road use, but not licensed, because of specialized use. Attachments to vehicles licensed for road use such as wing blades, snowblades, and sanders are Contractors Equipment.

MUNICIPAL PROPERTY INSURANCE COMPANY

JOINT LOSS AGREEMENT ENDORSEMENT

This endorsement applies in the event of damage to or destruction of property at a location designated in this policy and also designated in a Boiler and Machinery Insurance Policy(ies) and there is a disagreement between the insurers with respect to:

1. Whether such damage or destruction was caused by a peril insured against by this policy or by a peril insured against by such Boiler and Machinery Insurance Policy(ies) or
2. The extent of participation of this policy and of such Boiler and Machinery Insurance Policy(ies) in a loss which is insured against, partially or wholly, by any or all of said policies.

We shall, upon written request of you, pay you one-half of the amount of the loss which is in disagreement, but in no event more than we would have paid if there had been Boiler and Machinery Insurance Policy(ies) in effect, subject to the following conditions:

The amount of the loss which is in disagreement, after making provisions for any undisputed claims payable under the said policies and after the amount of the loss is agreed upon by you and the insurers, is limited to the minimum amount remaining payable under either this or the Boiler and Machinery Policy(ies);

1. The Boiler and Machinery insurer(s) shall simultaneously pay to the insured one-half of said amount which is in disagreement;
2. The payments by the insurers hereunder and acceptance of the same by you signify the agreement of the insurers to submit to and proceed with arbitration within 90 days of such payments; the arbitrators shall be three in number, one shall be appointed by the Boiler and Machinery insurer, one shall be appointed by us, and the third appointed by consent of the other two. The decision by the arbitrators shall be binding on the insurers and judgement upon such award may be entered in any court of competent jurisdiction;
3. You agree to cooperate in connection with such arbitration but not to intervene therein;
4. The provisions of this endorsement shall not apply unless such other policy(ies) issued by the Boiler and Machinery insurance company(ies) is similarly endorsed; and
5. Acceptance by you of some payment pursuant to the provisions of this endorsement, including an arbitration award, shall not operate to alter, waive, surrender or in any way affect the rights of you against any of the insurers.

MUNICIPAL PROPERTY INSURANCE COMPANY

LOSS PAYABLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

Loss, if any, shall be adjusted with the Named Insured and shall be payable to the Named Insured and the Loss Payee, as indicated below, as their interests may appear:

Name and address of Loss Payee:

Per schedule on Declarations Page, MPIC-002LP(11/23)

Named Insured:

Per Declarations Page attached.

MUNICIPAL PROPERTY INSURANCE COMPANY
CAP ON LOSSES FROM CERTIFIED
ACTS OF TERRORISM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded for nuclear reaction, radiation or contamination; losses due to war, warlike action, insurrection, rebellion and revolution; or, action taken by governmental authority.

MUNICIPAL PROPERTY INSURANCE COMPANY

BUSINESS INCOME ENDORSEMENT

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001

A. Coverage

1. "Business Income"

- a. We will pay for the actual loss of "Business Income" you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property, or loss of utility services except related to overhead power lines or satellites, at premises which are described in the Statement of Values and for which a "Business Income" Coverage limit is shown in the Declarations. The loss or damage must be caused by or result from a "covered" peril. With respect to loss of or damage to "Property in the Open" or personal property in a vehicle, the described premises include the area within 1000 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises includes:

- i. The portion of the building which you rent, lease or occupy; and
 - ii. Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described "premises."
- b. We will only pay for loss of "Business Income" that you sustain during the "period of restoration" and that occurs within 12 consecutive months after the date of direct physical loss or damage or the date of loss of utility services.

2. Perils Covered, Losses Excluded and Property Not Covered

- a. See the applicable Section of the policy.
- b. Additionally, "Business Income" losses resulting from an insured's inability or failure to generate or distribute electricity are excluded.

3. Additional Coverage - Interruption of Computer Operations

Coverage for "Business Income" does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage – Interruption of Computer Operations or under the Coverage of Computer-Related Losses Endorsement.

1. **Additional Coverages**

a. **Expenses To Reduce Loss**

In the event of a covered loss of "Business Income", we will pay necessary expenses you incur, except the cost of extinguishing a fire, to avoid further loss of "Business Income". The total of our payment for "Business Income" loss and Expenses to Reduce Loss will not be more than the "Business Income" loss that would have been payable under this endorsement if the Expenses To Reduce Loss had not been incurred. This coverage does not increase the Coverage limit.

b. **Civil Authority**

In this coverage – Civil Authority, the described premises are premises to which this endorsement applies, as shown in the Declarations. When a "covered" peril causes damage to property other than property at the described premises, we will pay for the actual loss of "Business Income" you sustain caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- i. Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- ii. The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the "covered" peril that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage will begin at the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

c. **Alterations And New Buildings**

We will pay for the actual loss of "Business Income" you sustain due to direct physical loss or damage at the described premises caused by or resulting from any "covered" peril to:

- i. New buildings or structures, whether complete or under construction;
- ii. Alterations or additions to existing buildings or structures; and
- iii. Machinery, equipment, supplies or building materials located on or within 1000 feet of the described premises and:
 1. Used in the construction, alterations or additions; or
 2. Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

d. **Extended "Business Income"**

If the necessary "suspension" of your "operations" produces a "Business Income" loss payable under this policy, we will pay for the actual loss of "Business Income" you incur during the period that:

- i. Begins on the date property is actually repaired, rebuilt or replaced and "operations" are resumed; and
- ii. Ends on the earlier of:
 1. The date you could restore your "operations", with reasonable speed, to the level which would generate the "Business Income" amount that would have existed if no direct physical loss or damage had occurred; or
 2. 30 consecutive days after the date determined in i. above.

However, Extended "Business Income" does not apply to loss of "Business Income" incurred as a result of unfavorable business conditions caused by the impact of the "covered" peril in the area where the described premises are located.

Loss of "Business Income" must be caused by direct physical loss or damage at the described premises caused by or resulting from any "covered" peril. This coverage does not apply to loss of utility services.

e. Interruption of Computer Operations

- i. Under this Additional Coverage, "electronic data" has the meaning described under **E. Definitions**
- ii. Subject to all of the provisions of this coverage, you may extend the insurance that applies to "Business Income" to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of "electronic data" due to a "covered" peril.
- iii. With respect to the coverage provided under this coverage, the perils "covered" are subject to the following:
 1. Coverage under this Additional Coverage – Interruption of Computer Operations is limited to the "specified causes of loss".
 2. There is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system, unless otherwise provided for in this policy.
- iv. The most we will pay under this Additional Coverage – Interruption of Computer Operations is \$2,500 for all loss sustained in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss sustained as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss in a subsequent policy year(s), all loss is deemed to be sustained in the policy year in which the interruption began.

- v. This Additional Coverage – Interruption in Computer Operations does not apply to loss sustained after the end of the "period of restoration", even if the amount of insurance stated in iv. above has not been exhausted.

2. Coverage Extension

You may extend the insurance provided by this endorsement as follows: **NEWLY ACQUIRED LOCATIONS**

- a. You may extend your "Business Income" Coverage to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay for loss under this Extension is \$100,000 at each location.
- c. Insurance under this Extension for each newly acquired location will end effective the date you terminate this insurance or at the first renewal of this policy that follows acquisition of the newly acquired location.

B. Limits of Insurance

The most we will pay for loss in any one occurrence is the applicable Coverage limit shown in the Declarations. Payments under the following Additional Coverages will not increase the applicable Coverage limit:

- 1. Alterations And New Buildings;
- 2. Civil Authority;
- 3. Extended "Business Income"; or
- 4. Expenses To Reduce Loss.

The amounts of insurance stated in the Interruption of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Coverage limit(s) shown in the Declarations for any other Coverage.

C. Loss Conditions

The following loss conditions also apply to "Business Income" losses:

- 1. **"Business Income" Appraisal** If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss per the procedures established in the Item entitled Appraisal in the CONDITIONS section of the policy.
- 2. **"Business Income" Loss Determination**
 - a. The amount of "Business Income" loss will be determined based on:
 - i. The Net Income of the business before the direct physical loss or damage occurred;

- ii. The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "covered" peril on customers or on other businesses;
- iii. The operating expenses, including payroll, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- iv. Other relevant sources of information, including:
 - 1. Your financial records and accounting procedures;
 - 2. Bills, invoices and other vouchers; and
 - 3. Deeds, liens or contracts.
- b. We will reduce the amount of your "Business Income" loss to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- c. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

D. Additional Business Income Exclusion. We will not pay for:

- 1. Any increase in "Business Income" loss, caused by or resulting from:
 - a. Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons: or
 - b. "Suspension", lapse or cancellation of any license, lease or contract. But if the "suspension", lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your "Business Income" during the "period of restoration".
- 2. Any other consequential loss.

E. Definitions. The following definitions are added to the DEFINITIONS SECTION of the policy.

- 1. "Business Income" means the:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the "covered" peril on customers or on other businesses; and,
 - b. Continuing normal operating expenses incurred, including payroll.
- 2. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of

related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

3. "Period of restoration" means the period of time that:
 - a. In the event of a direct physical loss or damage,
 - i. Begins at the time of direct physical loss or damage caused by or resulting from any "covered" peril at the described premises and
 - ii. Ends on the earlier of:
 1. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and to a similar level of quality; or
 2. The date when business is resumed at a new permanent location.
 - b. In the event of a loss of utility services,
 - i. Begins at the time of the loss of utility services; and
 - ii. Ends on the date that utility services are restored with reasonable speed.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- i. Regulates the construction, use or repair, or requires the tearing down, of any property; or
- ii. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration."

4. "Specified causes of loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage; "virus". Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. Sinkhole collapse does not include the cost of filling sinkholes; or, sinking or collapse of land into manmade underground cavities.
5. "Suspension" means:
 - a. The slowdown or cessation of your business activities; or
 - b. That a part or all of the described premises is rendered untenable.
6. "Virus" means a harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation.

MUNICIPAL PROPERTY INSURANCE COMPANY
CONTRACTORS EQUIPMENT
NEW REPLACEMENT COST COVERAGE ENDORSEMENT

Property "Covered"

This endorsement provides coverage only for the items which are shown on the attached schedule you provided. Coverage applies regardless of the location of the property.

Perils "Covered": This endorsement insures against all sudden and accidental direct physical loss or damage except as limited or excluded in the following sections.

Losses Excluded: See Section **VI** of the policy. Except exclusion **VI (B)** does not apply to "contractors Equipment".

Additional Exclusion: This endorsement does not insure against loss or damage to tires or tubes unless the loss is coincidental with other loss or damage insured by this policy.

Basis of Recovery:

- (1) Replacement Cost – See Section **VII** of basic policy. The recovery basis for property of others shall be "actual cash value" unless you have agreed to the "replacement cost" basis in a written contract.

For "contractors equipment" on the statement of value, we will pay the current "replacement cost" at the time of the loss even if the value shown was higher or lower than the current value at the time of loss.

**MUNICIPAL PROPERTY INSURANCE COMPANY
BROAD FORM COVERAGE OF COMPUTER-RELATED LOSSES ENDORSEMENT**

This endorsement modifies coverage provided under:

Municipal Property Insurance Company Policy MPIC-001

We will pay up to the amount stated on the Declarations Page, unless otherwise limited in this endorsement, for the cost to recover or replace your "electronic data" due to loss caused by the following

- A. Impairment of computer services through inside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by an employee, contractor, or other authorized person to whom you have granted permission to access your computer system.
- B. Impairment of computer services through outside attack. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to "malicious programming" by any person to whom you have not granted permission to access your computer system.
- C. Loss of communications services. We will pay for the actual expenses you incur due to the impairment of your operations during the "period of recovery" caused by the loss of "electronic data" due to an interruption in communications services to the described premises. The interruption must result from direct physical loss or damage caused by a "covered" peril to communications transmission lines, including fiber optic transmission lines, but excluding overhead transmission lines.

This coverage does not apply to losses caused by the following:

- A. Governmental action relating to, or seizure of, the affected property.
- B. War, warlike action, insurrection, rebellion, and revolution, or action taken by governmental authority in defending against any of these.
- C. Nuclear reaction, nuclear radiation, or radioactive contamination.

The following definitions apply to this coverage:

- A. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- B. "Malicious programming" means an illegal or unauthorized entry into an "electronic data" or computer system that results in the distortion, corruption, manipulation, copying, deletion, destruction, slowing down, restriction of access or withholding of that "electronic data" or computer system. It does not mean physical loss or damage to computers or computer systems.

C. "Period of recovery" means the period of time that:

- a. Begins at the time of direct loss of or damage to "electronic data" caused by or resulting from any peril "covered" by this endorsement; and
- b. Ends on the earlier of:
 - i. The date when your operations are restored, with reasonable speed and diligence, to the condition that would have existed in the absence of the loss of "electronic data"; or
 - ii. Sixty days after the date when, with reasonable speed and diligence, your computer system is restored to the functionality that existed prior to the loss.
- c. The expiration date of this policy will not cut short the "period of recovery."

Coverage Limitation

- A. For occurrences from the restriction of access or withholding of "electronic data" or computer systems, MPIC will pay up to a maximum of \$25,000 for all occurrences during the policy period.

MUNICIPAL PROPERTY INSURANCE COMPANY
Tax Lien Property Coverage

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

- E. The most we will pay for a loss of property acquired through any statutory taking process is “actual cash value”. The “actual cash value” settlement amount will be inclusive of all applicable sub limits.

MUNICIPAL PROPERTY INSURANCE COMPANY

Leased Property Coverage

This endorsement modifies insurance provided under:

MUNICIPAL PROPERTY INSURANCE COMPANY POLICY MPIC-001.

SECTION VII – BASIS OF RECOVERY is amended to include:

- D. The most we will pay for a loss of leased property is “actual cash value”, unless the insured is contractually responsible for a different amount.

MPIC CLAIM REPORTING INFORMATION

Thank you for selecting the Municipal Property Insurance Company (MPIC) to be your property insurance carrier. We look forward to working with you should you have a claim. In the event you experience damage or circumstances that may result in a claim for damages, please provide notice to MPIC as promptly as possible, using the attached Loss Reporting Form.

Report a claim to us:

Fax, e-mail or mail the [Loss Reporting Form](#) (Word) to:

Fax: 612-766-3099

E-mail: claims@mpicwi.com

Mail: MPIC
9701 Brader Way, Ste. 301
Middleton, WI 53562

You may also call Jerry Parker at the following number:

Toll-Free Phone: 877-278-4165

Also, please note the following specific **Section VII - Basis of Recovery** and **SECTION VIII - Conditions** policy provisions that apply to loss reporting and recovery.

Section VII – Basis Of Recovery

- A. The most we will pay for loss or damage to “covered property” other than a “historical building” shall not exceed the lesser of the following amounts:
 2. The amount incurred to repair or replace the damaged property at the time of the loss with property of like kind and quality to be used for the same purpose on the same site.
 3. The amount incurred to repair or replace the damage property as soon as reasonably possible after the loss or damage, but within a time not to exceed two (2) years unless the time is extended in writing by us.
 4. The “actual cash value” of the property at the time of the loss or damage unless it is repaired or replaced subject to the following:

Section VIII - Conditions

Q. Duties In The Event Of Loss or Damage

1. You must see that the following are done in the event of loss or damage to “covered” property:
 - b. Give us prompt notice of the loss or damage. Include a description of the property involved.
 - d. Take all reasonable steps to protect the “covered” property from further damage, and keep a record of your expenses necessary to protect the “covered” property, for consideration in the settlement of the claim. Also, if feasible, set the damage property aside and in the best possible order for examination.
 - f. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records. Also permit us to take samples of damaged and undamaged property for inspection, testing, and analysis, and permit us to make copies of your books and records.
 - h. Cooperate with us in the investigation or settlement of the claim.

LOSS REPORTING FORM

MUNICIPAL PROPERTY INSURANCE COMPANY

9701 BRADER WAY, SUITE 301

MIDDLETON, WI 53562

CONTACT: JERRY PARKER

PHONE: (877) 278-4165

FAX: (612) 766-3099

EMAIL: CLAIMS@MPICWI.COM

Instructions: Complete this form online or email or mail to MPIC. If available, attach a copy of the police report. This form may be reproduced.

Major losses should be reported by phone. Call MPIC at:

Phone: (877) 278-4165

Complete this section:

Policy Number:		Name as it Appears on Policy:			
Contact Person (for this claim):			Phone Number:		
Fax Number:			Email Address:		
Address:		City:		State: WI	Zip Code:
Date of Loss (if unsure, use date discovered):		Time of Loss:	Estimated Amount of Loss (attach copy of estimate if available):		
Kind of Loss (check one): ☐ Fire ☐ Lightning ☐ Wind ☐ Hail ☐ Glass Breakage ☐ Vandalism (Other than Glass) ☐ Water Damage ☐ Damage by Vehicle ☐ Collision – Vehicle ☐ Comprehensive – Vehicle ☐ Other – Describe			Type of Property: ☐ Building ☐ Contents ☐ Contractors Equipment ☐ Other – Describe ☐ Property in the Open ☐ Money ☐ Vehicle		
Location of Loss:					
Description of Loss and Damage:					
Remarks:					
Print Name:			Title:		
Signature:				Date:	

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 2, 2024

PLACEMENT: Action Item

ITEM TITLE: Shortening Village Board Meetings

SUBMITTED BY: Steve Kreklow, Administrator

SUMMARY EXPLANATION:

In August, the Village Board referred this item on shortening meetings to the General Government & Finance Committee for the development of recommendations. The Committee discussed the topic and is returning the following recommendations back to the full Board:

1. Follow Roberts Rules of Order
2. Be Prepared for Each Meeting
3. Keep the Size of the Village Board the Same
4. Request that Staff Provides the Agenda and Packets for Village Board and Three Standing Committees on the Preceding Thursday instead of Friday.

I should note that in recent months staff has been posting agendas on the Thursday before meetings instead of the Friday before meetings.

ATTACHMENT:

STAFF RECOMMENDATION:

No recommendation.

ACTION BY Committee:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 2, 2024

PLACEMENT: Action Item

ITEM TITLE: Neumann Developments, Agent for Wrenwood North LLC, Property Owner, property south of Freistadt Road and Pleasant View Drive. Final Subdivision Plat for Wrenwood North Addition No. 1 (Phase 2- 26 single-family lots).

SUBMITTED BY: Jordan Yanke, Associate Planner

SUMMARY EXPLANATION:

Neumann Developments, Agent for Wrenwood North LLC, Property Owner, property south of Freistadt Road and Pleasant View Drive. Final Subdivision Plat for the Wrenwood North Addition No. 1 Subdivision (Wrenwood North-Phase 2 containing 26 single-family lots).

ATTACHMENT:

1. STAFF REPORT_WRENWOOD NORTH ADDITION NO. 1 (PHASE 2) FINAL PLAT (REVISED)
2. APPLICATION
3. FINAL PLAT
4. LANDSCAPE & OUTLOT BUFFER PLAN
5. DEPT. OF ADMINISTRATION (DOA) LETTER
6. STAFF REVIEW MEMOS
7. WRENWOOD NORTH RECORDED COVENANTS

STAFF RECOMMENDATION:

Staff Recommendation: APPROVE the Final Subdivision Plat for Wrenwood North Addition No. 1 (Phase 2), subject to (4) conditions.

ACTION BY Committee:

Plan Commission Recommendation: APPROVE the Final Subdivision Plat for Wrenwood North Addition No. 1 (Phase 2), subject to (4) conditions.

FINAL SUBDIVISION PLAT
12/02/24 Village Board Meeting

Nuemann Developments / Wrenwood North, LLC

Village Staff Report & Recommendation

Germantown, Wisconsin

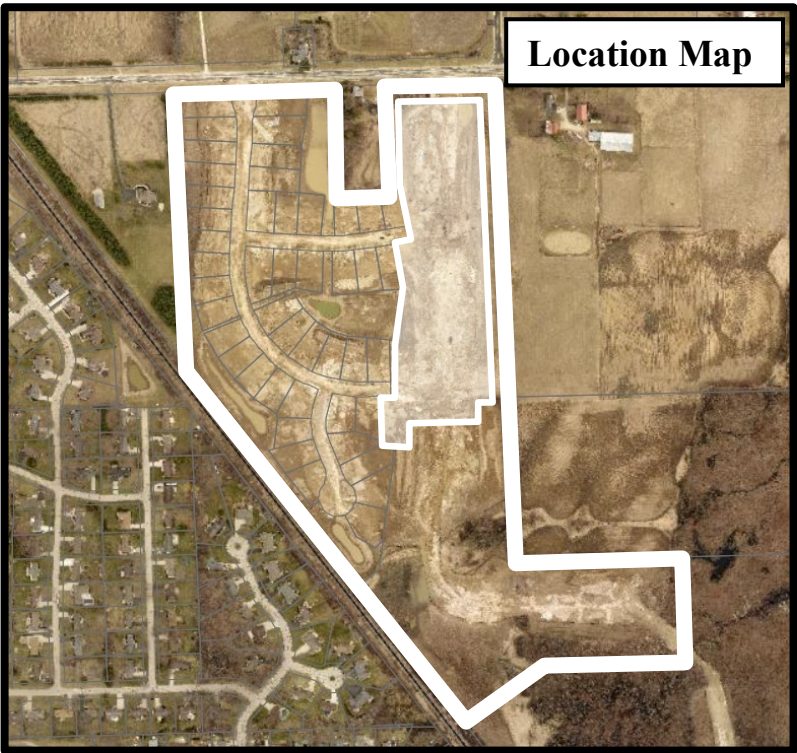
SUMMARY

Neumann Developments, agent for Wrenwood North, LLC, property owner, is requesting approval of a Final Subdivision Plat for Wrenwood North Addition No. 1/Phase 2 (26 out of 95 total single-family lots) in the Wrenwood North Subdivision located south of Freistadt Road, west of Pleasant View Drive (GTNV_232280).

Location: South of Freistadt Road, west of Pleasant View Drive
Applicant/
Property Owner: Neumann Developments Wrenwood North, LLC
N27W24025 Paul Ct, Suite 100 N27W24025 Paul Ct, Suite 100
Pewaukee, WI 53072 Pewaukee, WI 53072

Zoning: Wrenwood Planned Development District (RS-5/PDD)

Adjacent Land Uses		Zoning
North	Agricultural/Residential	A-2/RS-1/RS-4
South	Residential	RS-5/PDD
East	Agricultural	A-1
West	Agricultural/Residential	A-2/RS-5



Background/Proposal

Neumann Developments, agent for Wrenwood North, LLC, property owner, is requesting approval of a Final Subdivision Plat for Wrenwood North Addition No. 1/Phase 2 (26 out of 95 total single-family lots) in the Wrenwood North Subdivision located south of Freistadt Road, west of Pleasant View Drive.

The overall preliminary subdivision plat for both the Wrenwood South and Wrenwood North residential development was approved by the Village Board on August 6, 2018.

As summarized in Table 1, both Wrenwood North and South has the following overall characteristics:

TABLE 1.
Wrenwood Preliminary Plat Summary

Gross Area (Ac)	145.36
Wetland Area (Ac)	20.69
Right-of-Way (Ac)	18.04
Net Density Area (Total Ac)	106.63
Net Density Area (SF Ac)	92.77
Net Density Area (MF Ac)	13.86
# Single-Family Lots/DU's	142
#Multi-Family Lots/Du's	60
SF Net Density (SF DU/Acre)	1.53
MF Net Density (MF DU/Acre)	4.33
Open Space (Outlot Total Ac)	59.88
SF Avg Lot Size (Ac)	17,779 sq ft
SF Lot Size Range (Ac)	15,005 to 26,507 sq ft

This development has and will continue to be completed in phases. Wrenwood South is complete and includes 47 single-family lots and 44 condominium-style duplex and 4-plex units located in the southern half of the overall development with access to Country Aire Drive. The developer is now requesting final plat approval for Addition No. 1/Phase 2 of Wrenwood North, which is comprised of 26 out of 95 total single-family lots located in the northern area of the development with access to Freistadt Road. Note that Wrenwood North Phase 1 contained 46 single-family lots and was final platted in 2022.

Recap/Update – 10/14/24 Plan Commission Meeting

This case was heard by the Plan Commission at its October 14 meeting, and the case was tabled/continued by the Plan Commission. During the meeting Plan Commission members raised questions about the construction and implementation status of the subdivision. The Commission also heard public comment from the adjacent neighbor to the east, who brought up several concerns regarding the project. For a summary of the discussion please refer to the meeting minutes from the 10/14 meeting, but for a condensed list including the main concerns brought up please see below:

- *Progress and acceptability of the improvements associated with the subdivision*

(e.g. roads and utilities).

- *Progress and adequacy of the landscape berm/outlot area on the eastern edge of the subdivision, adjacent to the property owner to the east.*
- *Clarification on “access” from the subdivision to the adjacent land to the east after construction is complete.*

Staff responded to the above-mentioned points during the meeting and advised the Plan Commission that the Developer is continuing to work through a “punch list” of project implementation items identified by staff prior to the Village accepting the public improvements. Due to the concerns raised during the meeting and the Developer not being present, the Plan Commission tabled/continued the case until November so all parties can be involved in a discussion that works toward resolving any remaining issues.

Staff Comments

Community Development: Planning & Zoning

To be eligible for approval by the Village, Wis. Stats. 236.11(1)(b) requires a final plat to “substantially conform” to the approved preliminary plat. Staff has determined that the final plat substantially conforms to the approved preliminary plat.

The Developer entered into a Development Agreement with the Village, which was approved by the Village Board in August 2022. A subsequent amendment to the Development Agreement was approved by the Village Board in May 2024.

In accordance with the Village's Subdivision Code, the Plan Commission is responsible for reviewing the final plat and forwarding a recommendation to the Village Board along with comments received from the official "objecting agencies". A letter from the Department of Administration (DOA) was received stating no objections to the final plat. As of October 2023, Washington County discontinued their objecting authority for subdivision plats within the incorporated areas of the county.

Finally, the Declaration of Covenants, Conditions, and Restrictions of Wrenwood North was recorded in September 2022. A copy of the recorded document is attached.

Village Surveyor

The Village Surveyor reviewed the proposed Final Plat and provided comments in a memorandum dated September 30, 2024. These revisions have been added as a condition of approval prior to the recording of the final plat.

Public Works/Village Engineer

Public Works has completed the inspections of the improvements associated with the development and a “punch list” of outstanding work items was formulated, as illustrated in the attached punch list report on R.A. Smith, Inc. letterhead dated October 11, 2024. A condition of approval has been added by staff requiring the Developer to fulfill/complete the punch list items prior to recording of the final plat, unless otherwise specified by the applicable Development Agreement, or prior to release of the Letter of Credit (LOC) on file with the Village.

According to Public Works/Village Engineer, the “punch list” of items identified in the October 11, 2024 document remains the same as of publication of this memo.

VILLAGE STAFF RECOMMENDATION

APPROVE the final subdivision plat for Wrenwood North Addition No. 1/Phase 2 containing 26 single-family residential lots located south of Freistadt Road, west of Pleasant View Drive, subject to the following conditions:

1. A letter of “no objection” from the WI Department of Administration (DOA) shall be submitted to the Village prior to recording the final plat. **(COMPLETED)**
2. All technical issues and revisions identified in the “Punch List Report” provided on R.A. Smith, Inc. letterhead, dated October 11, 2024, shall be fulfilled/completed prior to recording of the final plat, unless otherwise specified in the applicable Development Agreement, or prior to release of the Letter of Credit (LOC) on file with the Village.
3. All technical issues and plat corrections identified by the Village Surveyor (see September 30, 2024, memo from Bob Beilfuss, PLS) shall be addressed and reflected in a revised final plat reviewed and approved by Village staff prior to recording.
4. The landscape and buffer plan for Outlots 7 and 8 be approved and accepted by the Village Forester prior to issuance of any building permits.



**Fee must accompany application
Preliminary & Final Plat Fees Combined**

Under 10 lots \$4,575
11-25 lots \$5,600
26-50 lots \$6,625
Over 51 lots \$7,650

Received 2/1/24

Paid \$



SUBDIVISION PLAT APPLICATION

Pursuant to Section 18.04 and 18.05 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1

APPLICANT OR AGENT

Neumann Developments

N27 W24025 Paul Court, #100

Pewaukee, WI 53072

Phone (262) 542-9200

Fax ()

E-Mail kevin@neumanncompanies.com

PROPERTY OWNER

Wrenwood North, LLC

N27 W24025 Paul Court, #100

Pewaukee, WI 53072

Phone (262) 542-9200

2

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER(S)

South of Freistadt Road, west of Pleasant View Drive

GTNV 232280 & 234987

3

READ AND INITIAL THE FOLLOWING:

KA I understand that the Subdivision Plat is not valid until recorded at the Washington County Register of Deeds. The Village will record the document and charge the applicant all applicable recording fees.

KA If technical corrections to the Plat are required, I understand that the document will not be recorded until all corrections are made and approved by the Village.

KA I understand that all applicable impact fees must be paid prior to recording. Failure to pay fees will delay recording and may ultimately result in the revocation of Village approval. I understand that parcels created outside the Sewer Service Area will require a soil test. I also understand that all properties abutting a State Highway will require DOT approval and I will be responsible for securing such approval prior to recording.

KA I understand all delinquent property taxes on any of the properties involved shall be paid prior to recording.

KA I understand that a Developer's Agreement will be required prior to recording of the plat.

4

SIGNATURES -- ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Kevin Anderson

01-24-24

Applicant

Date

Project Manager, Neumann Dev.

Kevin Anderson

01-24-24

Owner

Date

As agent for Owner

BEING A REDIVISION OF OUTLOT 4 OF "WRENWOOD NORTH" AND LOT 3 OF C.S.M. #6890, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

OUTLOT 6
(OWNED BY SUBDIVIDER)

E. LINE, N.W. 1/4, SEC. 23-9-20
(N02°04'40"W 2641.28)

WETLAND

UNPLATTED LANDS

MATCH POINT
(SEE BELOW)

1.27' REBAR

27' CORNER

PEC LINE PER
WASHINGTON
CO. RECORDS

1.27' REBAR

CENTER,
SEC. 23-9-20

WETLAND
BOUNDARY (TYP.)

S. LINE, N.W. 1/4, SEC. 23-9-20
(N88°26'12"E 2601.74)

CHICAGO AND NORTHWESTERN RAILROAD

WETLAND

OUTLOT 5

VARIABLE WIDTH PUBLIC SANITARY
SEWER AND WATERMAIN EASEMENT
(GRANTED TO THE VILLAGE OF
GERMAINTOWN)

30'

DURING 20' PRIME EASEMENT
(PER DEC. 26-29-20)

OUTLOT 2

WRENWOOD

WRENWOOD DRIVE

COURT

29

30

31

32

33

28

27

26

25

24

23

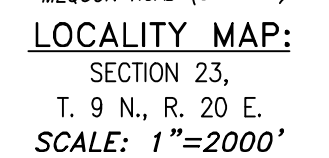
20

19

N

SCALE: 1"=200'

0 100 200 400

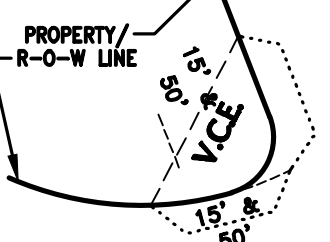


BUILDING SETBACK SUMMARY

VILLAGE VISION CORNER
EASEMENT DETAIL (V.C.E.)

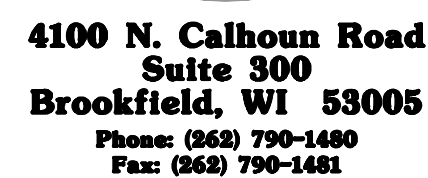
V.C.E. APPLIES TO:

Lots 47, 51, 52, 56, 59, 60, 62 and Outlot 9 are herein subject to a Vision Corner Easement as shown on this plat in that nothing may be grown, stored or erected to a height more than two feet above the intersection elevation.



○ — • Indicates Set 1.270" outside diameter x 18" long Reinforcing Bar weighing 4.303 lbs. per lineal foot. All other Lot and Outlot corners are staked with 0.750" outside diameter x 18" long Reinforcing Bar weighing 1.502 lbs. per lineal foot.

- – Indicates Found 0.750" outside diameter Reinforcing Bar (unless otherwise noted).
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to nearest second and computed to the nearest half-second.
- All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the East line of the N.W. 1/4 of Section 23, Town 9 North, Range 20 East, bears North 02°04'40" West.
- The Variable Width Public Sanitary Sewer and Watermain Easement is herein granted to the Village of Germantown.
- The 25' wide Landscape Easements are herein granted to the Subdivision's Homeowners Association for installation, repairs and maintenance.
- The Owners of the residential Lots 1 through 46 within the "Wrenwood North" Subdivision and the Owners of the residential Lots 47 through 72 of this subdivision, shall each own an equal undivided fractional interest in Outlots 5, 7, 8 and 9 of this Subdivision. Washington County shall not be liable for fees or special charges in the event they become the owner of any Lot or Outlot in the Subdivision by reason of tax delinquency.
- Outlot 6 to be retained by the owner for future development.
- Outlots 7 and 8 are to be preserved as a landscape area.
- All Wetland shown hereon was field delineated and field located by STANTEC in 2017.
- All Primary Environmental Corridor (PEC) shown hereon is per available Washington County records.
- Stormwater Management Facilities are located on Outlots 5 and 9 of this Subdivision. The Owners of the residential Lots within this Subdivision and any previous and future additions to this Subdivision shall each be liable for an equal undivided fractional share of the cost to repair, maintain or restore said Stormwater Management Facilities within this Subdivision. Said repairs, maintenance and restoration shall be performed by the Owners of all Lots within this Subdivision and any previous and future additions to this Subdivision.



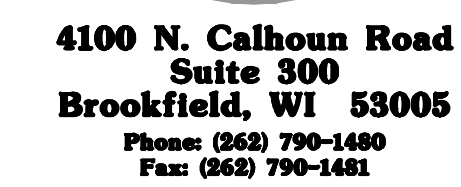
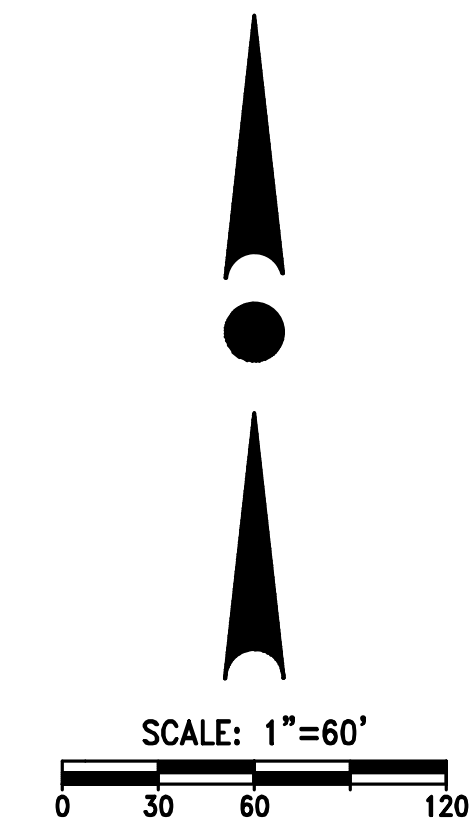
There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified **November 20, 2024**

Don Sims
Department of Administration

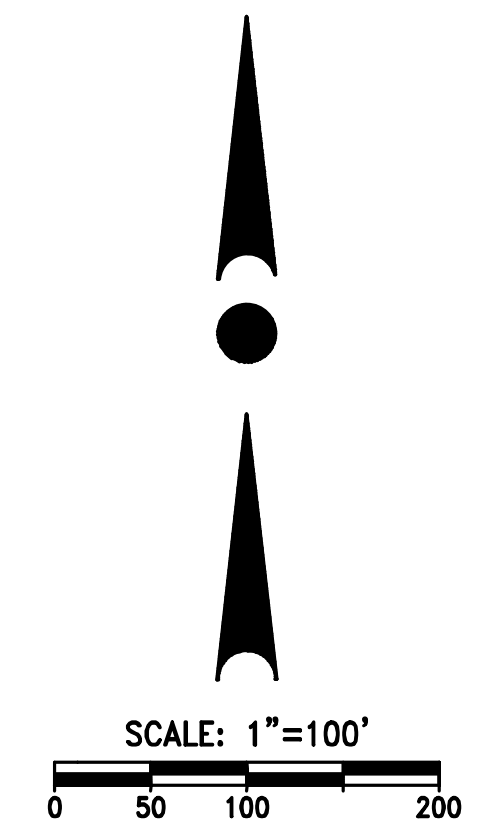
REVISED THIS 14TH DAY OF NOVEMBER, 2024
DATED THIS 1ST DAY OF FEBRUARY, 2024

BEING A REDIVISION OF OUTLOT 4 OF "WRENWOOD NORTH" AND LOT 3 OF C.S.M. #6890, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



SHEET 3 OF 5

BEING A REDIVISION OF OUTLOT 4 OF "WRENWOOD NORTH" AND LOT 3 OF C.S.M. #6890, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



WRENWOOD NORTH ADDITION NO. 1

BEING A REDIVISION OF OUTLOT 4 OF "WRENWOOD NORTH" AND LOT 3 OF C.S.M. #6890, BEING LOCATED IN A PART OF THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF THE NORTHWEST 1/4, THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

I, Grady L. Gosser, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a redivision of Outlot 4 of "Wrenwood North", recorded in the Office of the Register of Deeds for Washington County on September 21, 2022, in Book 53 of Subdivision Plats, at Pages 88 through 93 inclusive, as Document No. 1568669, and Lot 3 of Certified Survey Map No. 6890, recorded in the Office of the Register of Deeds for Washington County on May 14, 2019, in Volume 53 of Certified Survey Maps, at Pages 193 through 202 inclusive, as Document No. 1471674, all being located in a part of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4, the Southwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 23, Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

Said Parcel contains 2,659,897 Square Feet (or 61.0628 Acres) of land, more or less.

That I have made such survey, land division, and map by the direction of WRENWOOD, LLC, owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Village of Germantown, Washington County, Wisconsin in surveying, dividing and mapping the same.

Dated this ____ Day of _____, 20 ____.

Grady L. Gosser, P.L.S.
Professional Land Surveyor, S-2972
TRIO ENGINEERING, LLC
4100 N. Calhoun Road, Suite 300
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

WRENWOOD, LLC, a Wisconsin Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as Owner, certifies that said Limited Liability Company has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. As Owner, I hereby dedicate that part of "Mistletoe Road", "Red Holly Drive" and "Ivy Lane" to the Village of Germantown for public Road purposes as represented on Sheets 1, 2 and 3 of 6 of this Plat. I also certify that this plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection.

APPROVING AGENCIES:

1. Village of Germantown

AGENCIES WHO MAY OBJECT:

1. State of Wisconsin, Department of Administration

Witness the hand and seal of said Owner this ____ day of _____, 20 ____.

WRENWOOD, LLC

Bryan Lindgren, President of
Neumann Developments, its Sole Member

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, 20____, the above named Bryan Lindgren, President of Neumann Developments, its Sole Member of the above named Limited Liability Company, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Limited Liability Company, and acknowledged that he executed the foregoing instrument as such officer as the deed of said Limited Liability Company, by its authority.

Print Name: _____
Public, Waukesha County, WI
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE:

MIDLAND STATES BANK, a corporation duly organized and existing by virtue of the laws of the State of Illinois, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedicating of the land described on this Plat, and does hereby consent to the above certificate of WRENWOOD, LLC, owner, this ____ day of _____, 20 ____.

MIDLAND STATES BANK

Dave Sobojinski, Senior Commercial Relationship Manager

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 20____, the above named Dave Sobojinski, Senior Commercial Relationship Manager of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Senior Commercial Relationship Manager of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

Print Name: _____
Public, _____, IL
My Commission Expires: _____

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified November 20, 2024
Don Jime
Department of Administration



4100 N. Calhoun Road
Suite 300
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

I, Scott M. Henke, being the duly elected, qualified and acting Treasurer of the County of Washington, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of the ____ Day of _____, 20 ____ affecting the lands included in the plat of "WRENWOOD NORTH ADDITION NO. 1".

Dated this ____ Day of _____, 20 ____.

Scott M. Henke, County Treasurer

CERTIFICATE OF VILLAGE TREASURER:

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

I, Matthew Uselding, being the duly elected, qualified and acting Treasurer of the Village of Germantown, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of the ____ Day of _____, 20 ____ affecting the lands included in the plat of "WRENWOOD NORTH ADDITION NO. 1".

Dated this ____ Day of _____, 20 ____.

Matthew Uselding, Village Treasurer

UTILITY EASEMENT PROVISIONS:

An easement for electric, natural gas, and communications service is hereby granted by

WRENWOOD, LLC, Grantor, to

WISCONSIN ELECTRIC POWER COMPANY and WISCONSIN GAS, LLC, Wisconsin corporations doing business as We Energies, and WISCONSIN BELL, INC. doing business as AT&T Wisconsin, a Wisconsin corporation, and SPECTRUM MID-AMERICA, LLC, Grantee, AND

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

VILLAGE OF GERMANTOWN PLAN COMMISSION APPROVAL:

This Plat, known as "WRENWOOD NORTH ADDITION NO. 1", is hereby approved by the Village of Germantown Plan Commission as being in conformance with the Village's Subdivision Ordinance. The Village of Germantown Plan Commission also hereby approves and accepts all dedications shown thereon, this ____ day of _____, 20 ____.

APPROVED AND SIGNED:

Dean Wolter, Chairman

Dated this ____ Day of _____, 20 ____.

Lori Johnson, Secretary

VILLAGE BOARD APPROVAL:

Resolved, that the plat of "WRENWOOD NORTH ADDITION NO. 1", in the Village of Germantown having been recommended by the Plan Commission, and being the same, is hereby approved and the dedication herein accepted by the Village Board of Trustees of the Village of Germantown, on this ____ Day of _____, 20 ____.

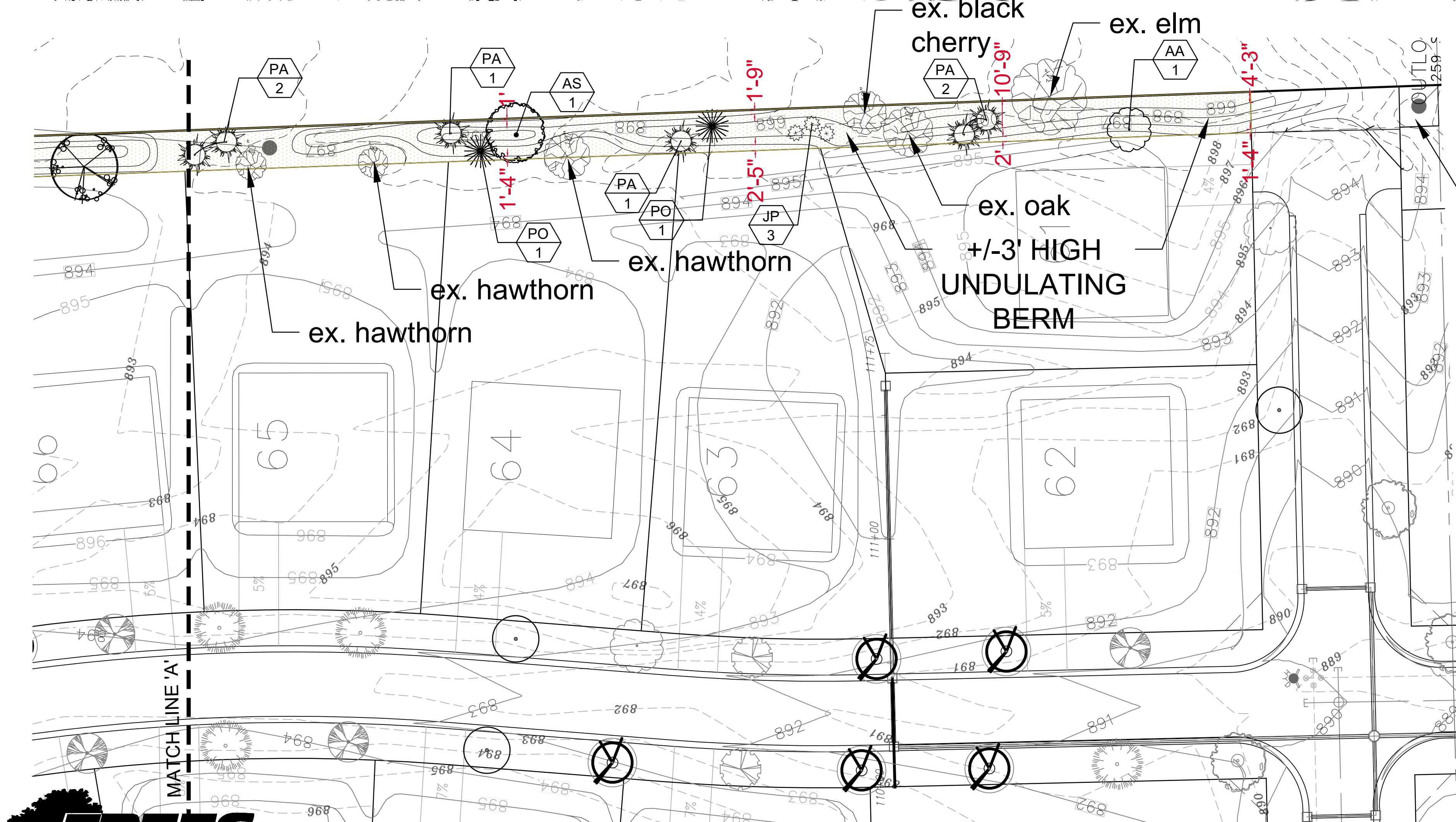
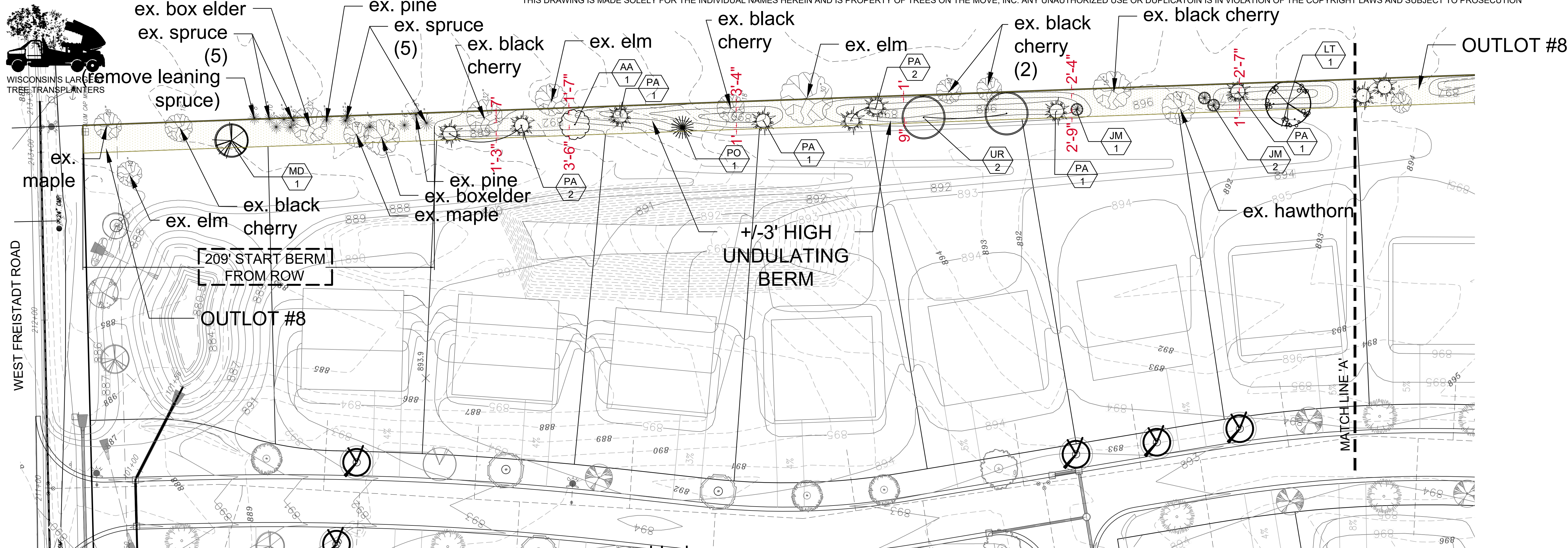
Dean Wolter, Village President

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of Trustees of the Village of Germantown.

Donna OH, Village Clerk



WEST FREISTADT ROAD

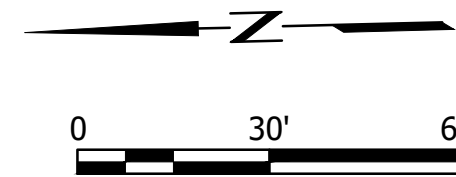


NOTE:
- ALL BERM CONTOURS ARE LOCATED WITHIN OUTLOT 8 BOUNDARY
- PLACE FIELD RUN TOPSOIL FOR FILL MATERIAL
- PLACE MIN. 12" TOPSOIL AS COVER MATERIAL

Outlot #8 Buffer Trees Plant Schedule

Key	Botanical Name	Common Name	Size	Root	Spacing
SHADE TREES					
AS	Acer saccharum	Sugar Maple	1 2.5-3" Cal.	B&B	as shown
AA	Acer x freemanii 'Armstrong'	Armstrong Maple	2 2.5-3" Cal.	B&B	as shown
LT	Liriodendron tulipifera	Tulip Tree	1 2.5-3" Cal.	B&B	as shown
UR	Ulmus 'Valley Forge'	Valley Forge Elm	2 2-2.5" Cal.	B&B	as shown
ORNAMENTAL TREES					
MD	Malus 'Donald Wyman'	Donald Wyman Crab	1 1.5-2" Cal.	B&B	as shown
EVERGREEN TREES					
JM	Juniperus chinensis 'Mountbatten'	Mountbatten Juniper	3 5' High	B&B	as shown
JP	Juniperus x JNBlue Select	Star Power Juniper	3 6' High	B&B	as shown
PA	Picea abies	Norway Spruce	14 6'-7' High	B&B	as shown
PO	Picea omorika	Serbian Spruce	3 6'-7' High	B&B	as shown

BUFFER PLANTING PLAN: OUT LOT#8 LOTS 61-72



PLANTINGS, STRUCTURES AND OTHER REPRESENTATIONS SHOWN ON THIS PLAN ARE FOR THE PURPOSE OF CONVEYING LANDSCAPE DESIGN FEATURES. REFER TO PREPARED CONTRACT DOCUMENTS FOR SPECIFIC ITEMS INCLUDED IN ANY PARTICULAR PHASE OF LANDSCAPE CONSTRUCTION.



LANDSCAPE DEVELOPMENT FOR
WRENWOOD NORTH DEVELOPMENT
W. FREISTADT ROAD
GERMANTOWN, WISCONSIN

LANDSCAPE ARCHITECTURE

DESIGN BY: GAR

DRAWN BY: GAR

DATE: 6/28/2024

REVISED: 8/16/2024
9/16/2024
10/3/2024

SCALE: 1"=30'-0"

SHEET: L320

TREES ON THE MOVE

5611 S. Calhoun Road
New Berlin, WI 53151
Phone: (262) 679-5200
treesonthemove.com



TONY EVERS

GOVERNOR

KATHY BLUMENFELD

SECRETARY

Plat Review

PO Box 1645, Madison WI 53701

E-mail: plat.review@wi.gov

<https://doa.wi.gov/platreview>

November 20, 2024

Grady Gosser
TRIO ENGINEERING LLC
ggosser@trioeng.com

FILE NO. 121833
Wrenwood North Addition No. 1
Village of Germantown, Washington County

Dear Grady Gosser:

You have submitted Wrenwood North Addition No. 1 for review. The Department of Administration does not object to the final plat bearing the November 14, 2024 revision date. We certify that it complies with: s. 236.15, s. 236.16, s. 236.20, and s. 236.21, Wis. Stats.

DEPARTMENT OF ADMINISTRATION COMMENTS:

The Department of Administration has no conditions for this plat.

Note to all: The surveyor indicated that all exterior monuments have been set and that the Village of Germantown has temporarily waived placing the interior monuments per s. 236.15 (1) (h), Wis. Stats.

Note to Surveyor: You must sign, date and seal all sheets of the plat prior to final approval and recording.

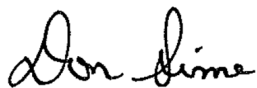
The plat shall be presented to the Village of Germantown for final approval and signing. The Village of Germantown, during its review of the plat, will have resolved when applicable that the plat:

- complies with local ordinances;
- conforms with areawide water quality management plans, if sewerage;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- is served by public sewer or private sewage systems;
- includes service or is serviceable by necessary utilities.

Any changes to the plat involving details checked by this Department will require submission of the plat to the Department for recertification before the plat is eligible for recording. Such changes can be found by comparing the recordable document with the copy of the certified plat furnished with this letter.

If there are any questions concerning this review, please contact our office as listed above.

Regards,

A handwritten signature in black ink, appearing to read "Don Sime". The signature is fluid and cursive, with the first name "Don" and last name "Sime" clearly distinguishable.

Don Sime, PLS
Plat Review

Enc: Recordable Document

cc: Owner
Clerk, Village of Germantown
Register of Deeds
SEWRPC

PLAT RECEIVED FROM SURVEYOR ON 02/06/2024; REVIEWED ON 03/05/2024
REVISED PLAT RECEIVED FROM SURVEYOR ON 11/14/2024

To: Kevin Driscoll, Village Engineer
CC: Jeff Retzlaff Village Planner
From: Bob Beilfuss, PLS
Date: September 30, 2024
Re: Wrenwood North Addition 1 Plat review

Kevin and Jeff,

Here are my review comments for the CSM received from Wrenwood North, LLC received 9/19/2024.

Certified Survey Map

Applicant or Owner: Neumann Developments
Land Surveyor/Firm: Grady Gosser, PLS – Trio Engineering

1. The secretary of the Planning Commission is Deborah J. Remich. Please correct the Village Planning Commission approval certificate accordingly. Page 5 of 5.
2. On Sheet 5, in the Corporate Owners Certificate of Dedication, there is a sheet reference "3 of 6" which should read "3 of 5" as there is no sheet 6 in this plat.
3. There were no professional seals and signatures of the professional land surveyor affixed to any of the 5 sheets of the document.
4. The bearing basis for the plat is incorrect. The bearing basis for the plat references the North American Datum of 1927 instead of the required North American Datum of 1983. The bearing of the east line of the NW ¼ is North 02°04'41" West according to SEWRPC control data sheet. The digital CADD file will need to be translated into the correct datum.
5. The State Plane Coordinates for the section and quarter section monuments will need to be revised to reflect the correct Datum.
6. The wetland delineation performed by Stantec in 2017 has exceeded the 5-year time limit and has expired.

No further review comments.

Document Approval and Recording

Professional Land Surveying and Mapping Services
W174 N9467 Joper Road, Menomonee Falls, Wisconsin, 53051
262-250-8003 office pointlandsurveying@gmail.com email

For this CSM to be approved by the Village Board and recorded at the Washington County Register of Deeds, the document must be provided to the Village Clerk's office in a completed format including all original signatures of the owner and lending institution, original seals and signature of the professional land surveyor on the recordable media the Wednesday prior to the scheduled Village Board meeting.

This includes the CADD file.

Any documents or digital files not submitted by the due date or contain outstanding technical review comments that have not be addressed, will be moved to the next scheduled Village Board meeting agenda.

Document Submittals and Data Conversion

As of October 2005, the Village of Germantown requires a digital copy of all Certified Survey Maps, Condominium Plats and Subdivision Plats in addition to the documents as required by Wisconsin Statute and Village Ordinances as part of the land division approval.

Prior to Recording the Certified Survey Map or Subdivision Plat

The professional land surveyor is responsible for submitting a copy of the AutoCAD drawing file (.dwg) of the document in version 2023 via email to the Village Surveyor for mapping purposes.

All digital professional land surveyor seals and signatures will be purged from the digital copy prior to submittal

Sincerely,

Point Land Surveying & Mapping

Bob Beilfuss

Bob Beilfuss, P.L.S.
Principle

PUNCH LIST REPORT

Project: Wrenwood North Ph. 2

Page: 1 of 2

Date: 10/11/2024

Item No:	Punch List Items:	Date Complete:	Accepted By:
1	Connect blue tracer wire and red wire inside 3" tracer wire access box with a winged wire nut filled with silicone gel at all hydrants. Raise all tracer wire access boxes to proposed grade elevation as shown in plan detail C7.02		
2	Install extension for hydrant at approximate plan STA 33+41. Nozzle elevation to be 18-24" above top of curb (C3.00).		
3	Rotate hydrant at PH. 1/ PH. 2 limits of Mistletoe Rd. so that the pumper nozzle is perpendicular to the roadway.		
4	Re-plumb water box for the west most isolation valve at the intersection of Red Holly and Freistadt.	With surface	
5	Re-plumb water box for the south most isolation valve at the intersection of Red Holly and Freistadt. Top section of water box appears to be on the last thread and may need an extension as it may not reach surface.	With surface	
6	Re-plumb water box for the north most isolation valve at the intersection of Red Holly and Freistadt.	With surface	
7	Re-plumb water box for the east most isolation valve at the intersection of Red Holly and Freistadt.	With surface	
8	Re-plumb water box for the gate valve for hydrant at approximate plan STA 42+40.	with surface, If in pavemnt	
9	Remove and replace cracked concrete curb and gutter panel in the southeast radius of the intersection of Red Holly and Freistadt.	With surface	
10	Remove and replace cracked concrete curb and gutter panel at approximate plan STA 31+55 on the west side of the road.	With surface	
11	Clean asphalt out of all interim inlets and reset inlet protection. (Note: Inlets were not opened at this time and will require additional punchlist inspection once cleaned as noted).		
12	Clean construction debris/ sediment out of all storm and sanitary MH's.		
13	Remove temporary plugs in Sanitary MH #14.		
14	Final adjust and install internal external seal for Sanitary MH #37.	With surface	
15	Place stop bar markings and signage at the intersection of Red Holly and Freistadt (C6.02)		
16	Place pavement markings on Freistadt Road per plan sheet C6.02		
17	Install signage at the end of the temporary tee turn-around (C7.01)		
18	Install 2' wide gravel shoulder along the north bypass lane (westbound traffic) on Freistadt (C6.01).		
19	Final grade and restoration. Implement erosion measures noted on plan sheet C2.00 until final stabilization has been reached.		
20	Perform continuity testing on all tracer wire.		

PUNCH LIST REPORT

Project: Wrenwood North Ph. 2

Page: 2 of 2

Date: 10/11/2024

21	Adjust interim inlets to final grade before paving surface course.	With surface	
22	Perform walkthrough before paving surface course with all parties present (Village of Germantown, Neumann Developments, and raSmith).	Prior to surface	
23	At Freistadt near outlot 7, 8" South main line valve-Needs a gate valve box extension-Top section is screwed out to the full extent and is shifted badly. See drawing		
24	Hydrant at Lot 70/71, Hydrant gate valve box top section is shifted-dig and reset top section to be able to key the valve.		
25	Lot 62, Hydrant gate valve box needs a complete dig and reset down to the valve. See drawing		
26	At Mistletoe and Red Holly Drive, East valve needs a complete dig and reset down to the valve. See Drawing		
27	CCTV Sanitary		
28	Stripe Freistadt		
29	Lot Corners		
30	As-builts		
31	Replace temporary asphalt curb with Concrete Curb at inlet catch basins		

Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **\$30.00**

***The above recording information verifies
this document has been electronically recorded***

Returned to **Wisconsin Title, Closing and Credit Ser**
Pages: **31**

**DECLARATION OF
PROTECTIVE COVENANTS
FOR
WRENWOOD NORTH
SUBDIVISION**

THIS DECLARATION OF PROTECTIVE COVENANTS FOR WRENWOOD NORTH SUBDIVISION (the "**Declaration**") is made this 21 day of September, 2022, by Wrenwood, LLC, a Wisconsin limited liability company ("**Declarant**").

RECITALS

WHEREAS, Declarant owns the real estate located in the Village of Germantown, Washington County, Wisconsin, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**").

WHEREAS, as shown on the plat for the Subdivision (as hereinafter defined), the Subdivision consisting of forty-six (46) single-family lots and four (4) outlots ("**Phase I**"), as more particularly described on Exhibit A and as depicted on Exhibit B, (the "Final Plat"), recorded in the Register of Deeds office of Washington County on September 21, 2022 as document #1568669; as attached hereto and incorporated herein.

WHEREAS, at the time of this Declaration, the Declarant desires to subject Phase I of the Subdivision to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, for the benefit of the Subdivision as a whole, and for the benefit of each Lot Owner (as hereinafter defined).

DECLARATION

NOW, THEREFORE, Declarant, as fee owner of the Property, hereby declares that Phase 1 of the Subdivision and all portions thereof shall be used, held, leased, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot (as hereinafter defined) as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

The general purpose of this Declaration is to: (1) promote the harmonious development of the Subdivision into a high quality residential community while protecting the natural beauty and quality of the environment; (2) help ensure that the Subdivision will become and remain an attractive community; (3) guard against the erection of poorly designed or poorly proportioned structures; (4) require harmonious use of building materials; (5) promote the highest and best

Name and Return Address:

Wrenwood, LLC
c/o Neumann Developments, Inc.
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

Tax Key No(s):

residential development of the Subdivision; (6) require the erection of attractive homes in appropriate locations on building sites; (7) be in compliance with Municipal (as hereinafter defined) codes and ordinances; and (8) provide for the expansion of the Subdivision consistent with this Declaration.

ARTICLE 1. DEFINITIONS

Capitalized terms not otherwise defined in this Declaration shall have the assigned definitions:

1.1 “**Association**” shall mean Wrenwood North Homeowners Association, Inc., the members of which shall be all Owners (as hereinafter defined) of Lots (as hereinafter defined) in the Subdivision.

1.2 “**ACC**” shall mean the Architectural Control Board as established by the Declarant.

1.3 “**Amenity Area**”, if any, shall mean that area as more particularly described in Article 7.5. The area shall be a Common Area and any improvements which may be constructed in the Amenity Area shall be Common Improvements.

1.4

1.5 “**Association Insurance**” shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.6 “**Board**” or “**Board of Directors**” shall mean the governing body of the Association, elected according to the Bylaws.

1.7 “**Building**” shall mean any freestanding structure located in the Subdivision. A “**dwelling**” or a “**home**” is a Building intended for occupancy in accordance with Article 6.

1.8 “**Bylaws**” shall mean the Bylaws of the Association as adopted by the Board.

1.9 “**Common Areas**” shall mean the easements, Outlot(s) [other than the Expansion Area], and those areas identified on that certain Plat of Subdivision as recorded in the Register’s Office. Each Owner shall have an equal undivided interest in the Common Areas, and all deeds and other conveyances of any Lot shall be deemed to include such interest in the Common Areas, whether or not so specifically stated in any such deed or other conveyance.

1.10 “**Common Improvements**” shall mean all personal property, fixtures, structures, improvements, signs, Storm Water Facilities, landscaping, utilities, Mailbox CBUs, Buildings or other improvements made by the Developer or the Association in the Common Areas, cul-de-sac islands and medians.

1.11 “**County**” shall mean the County of Washington, Wisconsin.

1.12 “**Declarant**” shall mean Wrenwood, LLC and its successors and assigns pursuant to Section 15 of this Declaration.

1.13 “**Declaration**” shall mean this Declaration as the same may be amended from time to time.

1.14 “**Developer**” shall mean Neumann Developments, Inc.

1.15 “**Director**” shall mean a member of the Board.

1.16 “**Documents**” shall mean the Articles of Incorporation of the Association, the Bylaws, the Rules, and this Declaration, as they may be amended from time to time.

1.17 “**Easement**” or “**Landscape Easement**” shall mean an area on a Lot or in the Subdivision to which has been granted the right of use to an Owner, the Association or a third party for a limited purpose and shall be identified as shown on the Plat. An Owner shall not build, plant or create any obstruction on, over, under or through an Easement or Landscape Easement, except as consistent with the express, written grant of said Easement rights and approval by the HOA and/or ACC.

1.18 “**Expansion Area**” shall mean Outlot #4 as depicted and described on Exhibit A and any land in general physical proximity to the Subdivision as described in Section 11.2.5.

1.19 “**Lot**” shall mean a platted lot intended for construction of a home as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat. The term “Lot” will also include any platted lot intended for construction of a home as shown on any amendment to the Plat or additional plat of any Outlot, which lots are included in any amendment expanding the jurisdiction of this Declaration under Article 11.

1.20 “**Mortgage**” shall mean a recorded first lien mortgage against a Lot or the vendor’s interest under a recorded first lien land contract relating to a Lot.

1.21 “**Mortgagee**” shall mean the holder of a Mortgage.

1.22 “**Municipality**” or “**Municipal**” shall mean the Village of Germantown, Washington County, Wisconsin.

1.23 “**Natural Materials**” shall mean any building material that is naturally forming or generally composed of natural materials. Examples shall include, but not be limited to wood, masonry, stone, cement board, or LP SmartSide Siding or other as determined by the ACC. Materials specifically excluded in this definition include, but are not limited to, vinyl, aluminum, fabricated wood panel wall sheathing or other materials as determined by the ACC.

1.24 “**Occupant**” shall mean the Owner and any other person residing in a Building.

1.25 “**Owner**” shall mean each fee simple owner or land contract vendee of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.26 “**Outlot**” or “**Outlots**” shall mean an outlot as shown on the Plat, and any subsequent plats. The reference to an Outlot by a number shall mean that particular Outlot as shown on such Plat.

1.27 “**Pet**” shall mean a domestic cat, a domestic dog, service animal and emotional support animal, a single caged bird or common small tank fish.

1.28 “**Plat**”, “**Plat of Subdivision**”, or “**Final Plat**” shall mean the Plat of Wrenwood North Subdivision, as recorded with the Register’s Office and attached hereto as Exhibit B.

1.29 “**Register’s Office**” shall mean the office of the Register of Deeds for County in which the project is located.

1.30 “**Rules**”, if any, shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.31 “**Storm Water Facilities**” shall mean the private storm water basins, including but not limited to storm water ponds and structures, installed in the Outlot(s) together with the easements as shown on the Final Plat.

1.32 “**Storm Water Management Agreement**” shall mean that certain Storm Water Management Practice Maintenance Agreement executed by Declarant and recorded with the Register’s Office.

1.33 “**Storm Water Permit**” shall mean the permit as issued by the Municipality, as shall be assigned to the Association, for the maintenance and upkeep of the Storm Water Facilities.

1.34 “**Subdivision**” shall mean all of the Lots and Outlots, as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B.

ARTICLE 2. ARCHITECTURAL CONTROL

2.1 Architectural Controls; Restrictions on Development.

2.1.1 Architectural Control Committee. So long as Declarant has title to any Lot subject to this Declaration, including the Expansion Area, the ACC shall consist of three (3) members appointed in writing by Declarant. The Declarant appointed members are not required to be Lot Owners in the Subdivision. All members of the ACC shall serve at the pleasure of the Declarant. The Declarant shall surrender the selection of the members of the ACC upon the earlier of: (a) thirty (30) days from the final Lot Owner being granted an occupancy permit and Declarant’s conveyance of the final Lot, including any Lots which may be platted within the Expansion Area as provided in this Declaration; (b) ten (10) years from the date of this Declaration; or (c) Declarant’s election to waive its rights to control the ACC. Upon Declarant’s surrender of the ACC as provided above, the members of the ACC shall be elected by the Board, provided, however, that if selected by the Board, a representative of Declarant may serve on the ACC. Notwithstanding the election of the new members of the ACC, the approval of Drawings for the initial construction of a home on a Lot shall not be effective without the express prior

consent of the Declarant; approval of Drawings for other matters will not require Declarant's approval. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

2.1.2 No Development Without Prior Approval. Not less than ten (10) days prior to each time any of the following is proposed to occur:

- (a) commencement of construction of any Building or other improvements or alteration on any Lot; or
- (b) the reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto; or
- (c) the demolition of any Building or other improvements on any portion or portions of such property; or
- (d) the initial painting, or subsequent decoration or alteration of the exterior of any Building or other improvement on such property; or
- (e) the installation of items such as, but not limited to, solar panels, wind-driven energy devices, awnings, enclosure, hot tub, deck, swimming pool, mailboxes, fences, berms or other features on any such property;

the Owner(s) of such property shall submit to the ACC for consideration as described below three (3) copies of written information, which shall include a survey of such property prepared by a licensed surveyor or the equivalent, as approved by the ACC for the particular submission, ("**Drawings**") showing:

- (1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,
- (2) detailed plans and specifications for construction or reconstruction, including building material, type and color, and plans to screen the demolition, construction or reconstruction from view,
- (3) the proposed landscaping, including any fences or walls, and
- (4) the proposed location and specifications for utilities servicing such improvements.

The Drawings shall be submitted in 11x17 format and reflect the proposals in (1) through (4) above, which are appropriate to be shown on the survey. Any of the actions described in clauses (a) through (e) above may be taken (subject to Section 2.1.3 below) on or after the date on which the ACC approves or does not object or is deemed to have done so as provided in

Section 2.1.3 below, unless such time periods are waived by the ACC in its sole discretion where the ACC believes that such earlier commencement is consistent with the purposes of this Declaration. No action described in paragraphs (a) through (e) above shall take place without the approval by the ACC of the Drawings for such action, except if the action is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

The Municipality may also require permits prior to proceeding with the development activities for the items listed above.

2.1.3 Standards and Procedural Matters of Consideration. The ACC shall not unreasonably refuse to consider submitted Drawings provided that any fees imposed for review have been paid. In considering any Drawings, the ACC shall consider, among other factors, whether all of the improvements and the lighting, exterior finishes (such as materials, decorations, and paint color), landscaping, the placement and protection of trees and such other matters proposed in such Drawings comply with the terms of this Declaration and the Municipality's ordinances and otherwise are, in the ACC's sole opinion, in keeping with and do not detract from the harmony of the external design of, or depreciate any portion of the Property, whether then undeveloped, developed or in the process of development, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally), may object to Drawings (absolutely or conditionally), or may state that it has no objection to Drawings (absolutely or conditionally). Approval must be express and in writing. The failure of the ACC to approve, object to, or acquiesce conditionally as provided above within thirty (30) business days after submittal of the complete Drawings and payment of any review fees shall be deemed to be the ACC's acceptance of the Drawings as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve, acquiesce conditionally or object to the Drawings as described above in the time periods as measured from the last submittal. Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings and requirements. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be; provided that the ACC may, in its discretion, extend such period by up to an additional six (6) months if it reasonably determines that delay has been primarily caused by factors outside of the control of the Owner; and provided further that the initial driveway need not be completed until the time period specified.

2.1.4 Prior Approval for Changes. If after the completion of the improvements to an affected Lot, the Owner thereof desires to construct any additional improvements or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 2.1.2 above. A proposed alteration will be deemed substantial if it affects the grade of the affected Lot or the location or exterior appearance of the approved improvements.

2.1.5 Procedures and Budget. The ACC may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Board. The costs

of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not, require the payment of a review fee in connection with the submittal of any Drawings pursuant to a written policy. The ACC may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to the applicant. The members of the ACC shall not draw any compensation for serving thereon, but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

2.1.6 Separate Municipal Approval. Matters which require approval of the ACC may also require the approval of the Municipality. Obtaining approval from the ACC and from the Municipality is the sole responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Municipality, and approval by the Municipality shall not be deemed approval by the ACC. ACC interpretations of Municipal ordinances are not binding on the Municipality.

2.1.7 Uniformity Standards. Certain standards of architectural control are set forth below. The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard.

2.1.8 Indemnification. Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified, defended, and held harmless by the Association from and against any and all claims, actions, suits, proceedings (including criminal proceedings), losses, costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs, asserted against, incurred by, imposed in connection with, related to, or resulting from service as a member of the ACC, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

2.2 Antennas. No antenna, aerial, satellite dish or cable for television or radio reception which is greater than 36" in diameter shall be erected or installed on or in any roof or any other portion of a Building, on any Lot, or on the unimproved portions of such properties, except as erected or installed by Declarant, the Association, or any individual Owner with written approval of the ACC, and, in each case, in compliance with Municipal ordinances.

2.3 Minimum / Maximum Home Size Requirements. Only one single-family home not to exceed two stories in height may be constructed on each Lot. The following types of homes on Lots shall have the following minimum sizes:

HOME TYPE:**MINIMUM SIZE:**

One story

1,900 square feet

More than one story

2,200 square feet

For purposes hereof, “more than one story” includes homes referred to as one and a half story, two-story, split level or bi-level. The type of home and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

2.4 Garages / Driveway / Curbing & Roadways.

2.4.1 Garages. Each residence shall have a garage for not less than two cars attached to the residence containing a minimum of 440 square feet. All garage doors facing the street shall be decorative garage doors (raised panels alone shall not be considered decorative); doors shall have glass inserts or other architectural design such as carriage style or similar.

2.4.2 Driveways. All drives shall be asphalt or concrete or some other hard surface as approved by the ACC and shall be installed no later than twelve (12) months from occupancy. No permanent gravel drive will be permitted.

2.4.3 Curbing & Roadways. Lot Owner shall be responsible for repairing and/or replacing any curbing damaged during construction of the home. Damaged curbing shall be removed and replaced per municipal requirements as part of the driveway installation if allowed by the Municipality. The Declarant is responsible for placing the surface course of asphalt on the public roadways; the Lot Owner is hereby notified that it may occur after the structure is built on the Lot. Prior to installing the surface course of paving, the Municipality will inspect the roadways and curbing, if the Declarant is notified by the Municipality that curbing needs replacement, the owner of the Lot shall be responsible for costs associated with the replacement of the damaged curbing.

2.5 Certain Exterior Features. With respect to the construction of a Building on a Lot or other improvement to a Lot:

2.5.1 Exterior Siding. Exterior siding of the Buildings may consist of cement board, natural stone, cultured stone, brick, Dryvit, stucco and/or stucco panels; provided, however, that fascia and soffit may be aluminum. A minimum of one hundred (100) square feet of the front of the residences must have a stone/masonry architectural feature. Stone or brick must terminate at an inside corner or have an acceptable termination point, as determined by the ACC. Window and door wraps shall be at least four inch (4”) nominal in width and used on all locations except on windows with shutters. All corners shall be six inch (6”) trim boards. Side elevations must have at a minimum two (2) architectural elements for a ranch elevation and three (3) architectural elements for each two-story elevation. Architectural elements may include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation. The ACC shall be acting reasonably if it disapproves the Drawings, or any portion

thereof, for a home because such home would be similar in appearance, or color, to other homes in close proximity, as determined by the ACC. .

2.5.2 Roof. A residence shall have a roof made of dimensional shingles, or better, with a minimum pitch ratio of 6:12, 8:12 for front facing gables, or such other pitch as is specifically approved by the ACC. “3-tab” shingles shall not be allowed.

2.5.3 Fences. All fences are subject to review and approval by the ACC and are subject to applicable Municipal ordinances, governmental easements and building codes. Fences shall not exceed forty-eight inches (48”) in height, shall be constructed of ornamental/decorative metal (wrought iron or aluminum) which is black in color. Stone or masonry columns may be used at corners and in lieu of posts. Chain-link, natural wood, stockade fences, white vinyl fencing and other fencing materials are not allowed. Subject to ACC approval, fencing may be permitted in the front yard in limited quantities subject to the other provisions of this Declaration. Fences shall be installed no closer than twenty-four inches (24”) from any property line. Fences shall not be located on a public easement area, drainage area, right of way, or the Common Areas.

2.5.4 Grading. No soil shall be removed from any Lot nor may excess soil stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a “finish grade” or “master grade”) of a Lot must conform to grading plans approved by the Municipality. The ACC shall be acting reasonably if it requires that, on Lots with significant grades as determined by the ACC, portions of basement walls be exposed to allow for a more natural transition between homes. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the home.

2.5.5 Pools. Only in-ground pools may be installed on a Lot (above-ground pools are not allowed) and only with approval of the ACC, which approval shall not be construed as a review of conformance to the Municipal or other regulatory bodies’ requirements. Pools shall be completely enclosed by a wall or fence of a minimum of four foot (4’) elevation, with a self-closing or self-latching gate or door (at the top of such gate or door) with at least four feet (4’) clearance between the fence and the pool. Owner is responsible to insure conformance to applicable Municipal and State of Wisconsin codes and ordinances to insure conformance to size, setbacks and any other requirements.

2.5.6 Cluster Box Units & Lamppost:

(a) Cluster Box Units (“CBU”). The United States Postal Service requires the use of Cluster Box Units (“CBUs”) within the subdivision. At each lot closing, Buyer will pay a \$450.00 fee to cover the costs of installation of the CBUs for the subdivision. The Association shall be responsible for all costs associated with the CBUs, including contracting and payment for the materials and installation. The Association will be responsible for coordinating maintenance and repairs of the CBUs along with initial distribution of the mailbox keys to the initial lot owners. The Association will be responsible for providing a clear path free of snow or debris to the CBUs for the mail delivery carrier and residents. Upon the initial request from an

Owner, the Association shall turn over all of the mailbox keys for that respective unit to the initial Owner in exchange for a signed agreement from the Owner. In the event keys are damaged, lost or not transferred to subsequent Owners; the current Owner shall have sole responsibility for coordinating obtaining keys to their box in the CBU and payment of all costs incurred.

(b) Lamppost. The term “*lamppost*” shall mean the post and lantern combination including lamps and other devices. The lamppost shall consist of a black post that is 96 inches in height with a tapered base and a black post mounted lantern above with a minimum lantern width/diameter of 12 inches and a minimum lantern height of 24 inches. The lamppost shall be purchased and installed by Owner, or Owner’s contractor. The lamppost must be located in the front yard, generally ten feet (10’) from the edge of the driveway and no more than fifteen feet (15’) from the front of the house or sidewalk, on the front door side of the driveway. Each lamppost shall be fitted with a photocell that automatically energizes the lamps at dusk and de-energized the lamps at dawn. Owner shall maintain the lamppost in operational condition and shall not tamper with such lantern controls

(c) Installation by Declarant. If Declarant, in its discretion, installs, any mailbox or mailbox post, or performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Declarant to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

2.5.7 Utilities. All utilities servicing the Lot shall be installed underground.

2.5.8 Alternative Energy. No solar collectors, wind turbines, or other exterior energy producing devices shall be erected or installed unless approved by the ACC.

2.5.9 Dog Kennels. Dog kennels shall not be allowed on any Lot even one would otherwise be permitted by Municipal ordinance or code.

2.5.10 Play Equipment. If an Owner chooses to install a play set of any size, whether temporary or permanent, said playground equipment must be approved in advance by the ACC and conform to Municipal codes and ordinances. Play equipment shall be located a minimum of ten feet (10’) away from any property lines.

2.5.11 Outbuildings. Storage sheds or outbuildings of any size, temporary or permanent, shall not be permitted under any circumstance.

2.6 Grading and Landscaping.

2.6.1 Master Grading Plan.

(a) Declarant has established a master surface drainage plan consistent with the master grading plan on file with the Municipality (the “*Master Grading Plan*”) designating the manner in which each Lot shall drain in relation to all other Lots. Compliance of all grading and construction work to the Master Grading Plan is important

to the effective drainage of all Lots and affects the value of all Lots. Within sixty (60) days after substantial completion of a dwelling on any Lot, the Owner shall grade the Lot to conform to the Master Grading Plan. Each Owner will take such action as is reasonably necessary to maintain the grading and landscaping of the Owner's Lot in accordance with the Master Grading Plan, and shall refrain from taking actions which would cause the grading or landscaping to not conform to the Master Grading Plan without Municipal and ACC approval. Declarant and the Association shall each have the right to enter upon any Lot at any time for the purpose of inspection, maintenance, correction of any drainage condition, and the Owner shall be responsible for the cost thereof. Despite Declarant's efforts to prepare a Master Grading Plan which will achieve the effective and efficient drainage of storm water from and within the Subdivision, Declarant does not warrant or represent that the Master Grading Plan will achieve any particular effect. Building envelopes are shown on the Plat. Any deviations to the Master Grading Plan shall require review and approval by the Municipal Engineer prior to the issuance of the building permit.

(b) No Owner shall or will at any time alter the grade of any Lot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Declarant unless and until the Owner shall first obtain the written approval of the Municipal Engineer for such grade alteration. In order to obtain this approval, it shall first be necessary for the Owner, at the Owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects of site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner with respect to drainage or their viewing of unreasonable slope treatment. The Municipal Engineer's approval, if granted shall not relieve the Owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the Owner by requesting the alteration, and/or altering the grade, thereby agrees to indemnify and hold harmless the Municipality and its agents, employees and independent contractors regarding the same. The Declarant and/or the Municipality and/or their agents, employees or independent contractors shall have the right to enter upon any Lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for the cost of the same.

2.6.2 Landscaping.

(a) Plantings. In addition to Street Tree Plantings performed by the Association per below, each Lot with a home in the Subdivision must plant and maintain a minimum of one (1) – 2" caliper ornamental tree located in the front yard. Additionally, there must be a minimum of twelve (12) foundation plantings and mulched bed along the front foundation wall.

(b) Street Tree Plantings. A Street Tree Planting Plan has been required by the Village of Germantown and available from the Declarant upon request. The Homeowners Association will plant the required street trees as identified on the

Street Tree Plan. A fee of \$600 will be collected by the Association at each Lot closing for installation of the required trees for each lot.

(c) Vegetative Cover. Each individual Lot Owner shall be responsible for installing and maintaining vegetative cover (a lawn or landscaping) on all exposed soil on their Lot to prevent erosion of the soil into unwanted locations. This vegetative cover must be installed within one hundred twenty (120) days of obtaining occupancy of the home or, in the case of winter occupancy as outlined below. Note that other materials are allowable around the foundation and paved surfaces including, but not limited to gravel, mulch, brick or any other material that will reduce erosion and permanently stabilize the disturbed areas of soil. If the Owner of any Lot, after reasonable written notice from the Association, fails or refuses to install vegetative cover as described herein, or maintain it as required above, the Association, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot in accordance with Municipal codes or ordinances, or the Wisconsin State Statutes. This restriction for vegetative cover does not apply during the winter months when growing conditions will not allow the establishment of vegetation cover. In such an event the Owner shall be required to establish vegetative cover within one hundred twenty (120) days of proper growing conditions which is anticipated to be from mid-April to mid-October.

2.6.3 Irrigation. Irrigation systems for lawns and planting beds, if installed, shall utilize irrigation controllers and components that are water conservation models. Controllers shall be equipped with a soil moisture sensor and rain sensor, as minimum components. Controllers and equipment shall be installed, programmed and maintained according to manufacturer's recommendations.

2.6.4 Easements. Plantings in the public and private easements may not be permitted by terms of the easement and should be avoided. Plantings within easements will be at-risk for removal by the Municipality and may be subject to damage or removal for maintenance and/or repair operations.

2.7 Municipal Codes and Ordinances. All items in this Article 2 shall be subject to Municipal codes and ordinances, as may be modified from time to time.

ARTICLE 3. ASSOCIATION OF OWNERS

3.1 Administration. Declarant shall establish the Association, which shall be incorporated as a Wisconsin nonstock corporation, and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property such as easements. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

3.2 Membership and Voting. Effective as of the date of purchase or creation of a Lot, each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 4 of this Declaration.

3.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles of Incorporation, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), which rights shall expire upon the earlier of: (a) thirty (30) days from Declarant's conveyance of the final Lot, including any Lots which may be platted within the Expansion Area as provided in this Declaration, to an Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) fifteen (15) years from the date of this Declaration; or (c) Declarant's election to waive its rights to control the Association. Upon Declarant's surrender of its rights to control the Association as provided above, the Directors shall be elected by the majority vote of the Owners within the Subdivision. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

3.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon 90-day notice without payment of any penalty.

ARTICLE 4. ASSESSMENTS

4.1 Budget and Assessments.

4.1.1 Deposit. In addition to the Lot purchase price, each Owner will deposit an initial fee with the Association as an initial assessment; amount as stated in the purchase documents. The deposit must be made at the time of closing of the initial purchase of the Lot by an Owner intending to occupy a home on such Lot.

4.1.2 Assessments. The Association shall have the power to levy an annual assessment against each Lot for the purpose of defraying, in whole or in part, the costs incurred by the Association, including costs to operate the Amenity Area improvements and to fund capital accounts. Such annual assessment shall be levied by the Association as of March 1st of each year, for all platted lots in the subdivision as of January 1st of that year, and a statement for such amount shall be mailed to the owner of each Lot as of such date and shall be payable on or before March 31st of each year. The Association may from time to time permit the payment of the annual assessment on a monthly or other basis, but the entire assessment remains due.

4.1.3 Budget. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots based on such budget as provided above, allocating

such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and a reserve for contingencies and replacements for the Amenity Area as provided in Section 7.5, and may include a replacement reserve for any other purpose determined by the Board in its reasonable discretion, which in each case shall constitute part of the general assessments. Until a new budget is adopted, the prior year's budget shall remain in effect.

4.1.4 Collection. The Association may delegate to a third party manager or collection agent the authority to collect any assessments.

4.1.5 Special Assessments; Fines. The Association may also levy: (a) special assessments on all Lots for any purpose for which a general assessment or special assessment may be levied; or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Article 2, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

4.2 Installments; Late Payments. General assessments shall be levied on an annual basis, but shall be due and payable on March 31st, or as determined by the Board from time to time and as set forth herein. Special assessments shall be due and payable at such time and in such manner as the Board may determine. If an assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of twelve percent (12%) per annum until the assessment is paid in full. Any assessment or installment of an assessment not paid within ten (10) days of its due date may also be subject to a late charge and/or interest as set forth in the Bylaws and/or in the Rules.

4.3 Enforcement; Liens. All general and special assessments which are not paid when due shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorneys' fees for collection. The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Association may purchase a property upon foreclosure of its lien. Under Section 3.2 an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

4.4 Association Statements. Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by

Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

4.5 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

4.6 No Fees or Assessments in Event of Tax Forfeiture. Neither the County nor the Municipality shall be liable for any fees or special assessments in the event that the County or the Municipality become the owner of one or more Lots by reason of tax delinquency.

ARTICLE 5. MAINTENANCE AND ALTERATIONS

5.1 Owner Responsibility. Each Owner or Occupant shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas, Landscape Easements or Common Improvements (including the Amenity Area, if any) damaged through the fault or negligence of such Owner/Occupant or such Owner's/Occupant's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no home has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

5.2 Association Responsibility. The Association shall maintain in good condition and repair, including but not limited to snow removal, replace and operate all of the Common Areas, Landscape Easements and Common Improvements, including but not limited to the landscaping and plantings on the Landscape Easement on Lots 1 & 37 along Freistadt Road, landscaping, trees and plantings in the Common Areas and trimming, removal and replacement of such landscaping. The Association may, in its discretion, install additional Common Improvements in the Common Areas. Each Owner shall be responsible for its share of the cost for such activities. The Association shall release and indemnify the Municipality for any maintenance responsibilities with respect to same.

5.3 Municipal Responsibility. The Municipality shall have no responsibility for maintenance or alteration under this Article 5. If the Association fails to maintain the Common Area as set forth herein, the Municipality, after proper notice to the Association, may cause such maintenance to be accomplished and may invoice the Association for the cost thereof. If such invoice is not paid in accordance with the period of time customary for the Municipality, the costs may be apportioned among the Owners of all Lots in the subdivision and placed on the next tax bill of each Lot.

5.4 Alterations and Maintenance. Landscaping, berms, grading, drainage pathways, Common Improvements, or other improvements in the Amenity Area, Landscape Easements or Common Areas may not be removed or substantially altered without written approval by the Association, Municipal engineer and the Municipal plan commission, as may be required. Maintenance and minor alterations of these improvements are allowed, such as the removal/repair of damage structures, pruning of trees, replacement of ground cover, and repair or

replacement of the fencing and other structures. Owners are encouraged to remove trash and debris and should report any unauthorized use within the Common Areas, Landscape Easements or Common Improvements to the Association. Declarant and or the Municipality are able to provide a copy of the plans for the Common Area upon request by the Association.

ARTICLE 6. RESTRICTIONS ON USE AND OCCUPANCY

6.1 Permitted Uses.

6.1.1 Single-Family Residential. Each Lot shall be occupied and used only for single family residential purposes, except as provided in Section 6.1.2. The term “*residential purposes*” includes only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

6.1.2 Home Business. A home may be used for a home-business if it obtains the prior written approval of the ACC. A home-business shall only be approved if the home-business has no (zero) employees other than immediate family members, and the home-business has no outside client, vendor or customer sales occurring at the home. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. These uses may require specific approval by the Municipality and must be in compliance with all Municipal ordinances and regulations or receive a temporary use permit as authorized by the Municipality. Approval of a use by the ACC does not constitute approval by the Municipality or certification that the use complies with Municipal ordinances and regulations.

6.2 Pets. Subject to Municipal Ordinances, and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration, no animals, livestock or poultry shall be raised, bred or kept on any Lot, except that Pets shall be permitted providing they are not raised, bred and/or kept for commercial purposes and service animals and emotional support animals shall be permitted to the extent permitted by applicable municipal ordinances and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration. An Owner or Occupant may keep no more than three (3) Pets per Lot on the conditions that:

- (a) the Pet is not permitted on any of the Common Areas while unattended or unleashed; and
- (b) the Pet is licensed by the Municipality or appropriate licensing authority, if required under applicable ordinances; and
- (c) no reptiles or un-caged birds shall be permitted; and

(d) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board or Municipality, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section or any Rules adopted relating to Pets; and

(e) the Pet is subject to such Rules as the Association may adopt from time to time on the subject; and

(f) possession of Pets is a privilege which may be revoked and shall not be considered a property right.

6.3 Vehicles. No outdoor parking of vehicles shall be permitted on the Lots for more than twenty-four (24) consecutive hours, without the express prior consent of the Board. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage or parking of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except (i) in a garage, (ii) in the case of recreational vehicles, commercial vehicles, campers, trailers, and boats, outside of a garage for no longer than one twenty-four (24) hours in a one week period; or (iii) outside parking on a case-by-case basis as approved by the ACC.

6.4 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited. Garbage containers stored outside during initial construction or remodeling shall be situated only in locations designated by the Association. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the home or garage, except for a period of twelve (12) hours prior to and following the scheduled garbage pickup. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6.5 Temporary Structures. No structure, trailer, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the ACC, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

6.6 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Article 3 or in accordance with rules established by the Association with respect to the Amenity Area.

6.7 Noxious Activity. No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audio visual equipment.

6.8 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall be kept in good condition and maintained in a quality similar to that of any Building on the Lot.

6.9 Signs. No Owner or Occupant may erect, post or display posters, Signs or advertising material on the Common Areas or at locations within a Building which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval, and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the ACC described in Article 2. Where Board consent is sought and obtained, the permitted Signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. “*Signs*” as used herein shall be construed and interpreted in the broadest possible sense, and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. All Signs placed within easements or the public right-of-ways shall also require Municipal approval and/or permits.

6.10 Compliance with Laws; Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or rules, including but not limited to, Municipal ordinances. Such applicable laws include, but are not limited to, those relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more State of Wisconsin Statutes; Comprehensive Environmental Response, Compensation and Liability Act (“*CERCLA*”); Toxic Substances Control Act (“*TOCSA*”); Resource Conservation and Recovery Act (“*RCRA*”); Municipal ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

6.11 Obstructions. Unless installed by the Declarant or the Association, no playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas.

6.12 No Further Divisions. No Lot may be further subdivided without the approval of the Municipality and the Association and/or the ACC.

ARTICLE 7. SPECIAL FEATURES

7.1 Storm Water Facilities. The Storm Water Facilities shall be fractionally owned by the Lot Owners and managed by the Association. The Association shall have the ability to impose assessments for the inspection, maintenance, and repair of the Storm Water Facilities. The Common Areas include storm sewer and surface water drainage systems. The Storm Water Facilities are located in commonly owned outlots as shown on the Final Plat and are Common Areas maintained by the Association in accordance with the Storm Water Agreement and shall be used solely for drainage and storm water purposes and not for recreational purposes. The Association has no duty to ensure the safety of persons using the drainage areas, or to warn of dangers concerning them. Neither the Declarant nor the Association is responsible for the safety of any drainage area for use by humans or Pets, and neither represents nor warrants that any drainage area is safe for any such use.

7.2 Easements. As provided on the Plat, there are easements located on various Lots for storm water utilities, overland storm water flow, underground utilities, and other items. These easements allow access by the Municipality, Association, ACC or other entity to maintain, repair and access the Lots as may be required from time to time.

7.3 Parade of Homes. Declarant discloses that Declarant may arrange for the Subdivision to be included in the Metropolitan Builders Association (the “*MBA*”) Parade of Homes or similarly titled event in which members of the public are invited to inspect a number of Lots improved with homes constructed by one or more contractors. Such events may result in temporary periods of significant construction activity, traffic slowdowns and large crowds, and may continue for a period of several weeks. A Lot Owner is deemed to acknowledge the possibility of said event and is deemed to have waived any objection to the issuance of any Municipal permits required for such event. Declarant is not, however, required to include the Subdivision in any such event, and may base its decision on the Declarant’s individual needs, if any. While the Parade of Homes is open and during the one-hour period before the Parade opens and the one-hour period after the Parade closes, for the entire duration of the Parade of Homes, purchaser/owner and/or Non-Parade Builders agree that:

- 1) No construction work or sales activities of any kind (including work of subcontractors, trades, deliveries, inspections, showings, realtor activity, open houses, signage, advertising, sales activity or tours of any kind) shall be performed on, in or adjacent to any home built on any lot;
- 2) No advertising, marketing, signage, sales activities or tours (including virtual tours) of any kind shall be permitted or take place, directly or indirectly, on or adjacent to the lot;
- 3) The lot or any home constructed thereon may not be opened as a model home;
- 4) That no contractor, subcontractor, supplier or realtor signs, advertising materials, or placards shall be placed on the lot, on the home, or in the windows of any home on the lot, or adjacent to the lot, or in the road abutting the lot and shall not use or permit any rolling or mobile advertising, vehicles, or trailers.

7.4 Amenity Area. The Declarant or, after the period of Declarant control has ended, the Association, may, in its sole discretion, construct various recreational amenities (which may include, without limitation, a playground, sport court, fire pit, and paved pathways) in certain Common Areas determined by Declarant or paved pathways) on those improvements on the Association, as applicable. Each Owner shall have the right to use the Amenity Area as with any other Common Area, subject to the Rules. Nothing herein is a representation or warranty that any particular amenity will ever be installed or constructed, or as to the quality of any amenity which is installed or constructed. In addition to the Amenity Area, the Declarant or Association (under the conditions above) may install amenities and Common Improvements in any other Common Area.

7.4.1 Rules and Regulations. The Association shall, through its Board of Directors, establish all rules and regulations regarding the use of the Amenity Area, including

without limitation rules related to hours of use and permitted and prohibited activities and conduct.

7.4.2 Maintenance, Repair, and Replacement. Subject to other applicable provisions of this Declaration, the Association shall maintain, repair and replace the Amenity Area to the extent determined necessary or advisable by the Association and as required by law.

7.4.3 Insurance. The Association shall insure the Amenity Area against direct loss or damage occasioned by fire, extended coverage perils and other hazards in amounts and with insurers reasonably chosen by the Association. Such insurance shall be issued in an amount without co-insurance at least equal to the full value any Building(s) and other improvements erected thereon. The Association shall also maintain general public liability insurance and such other insurance with coverages, in amounts and with insurers that the Association reasonably requires from time to time.

7.4.4 Annual Budget. The Association shall include in its annual budget an estimate of the total amount necessary to pay the costs for the following calendar year of operating, maintaining, repairing and replacing the Amenity Area. Expenses shall include without limitation all costs of employees, payroll taxes, materials, parking costs, insurance, services, management fees, supplies, maintenance, repair, landscaping, fuel and power, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements.

7.4.5 Reserves. The Association, by its Board, shall establish, fund, and maintain a reasonable reserve for contingencies and replacements for the Amenity Area. The Association shall first charge against such reserve all extraordinary expenditures for the Amenity Area not originally included in the annual estimate which may become necessary during the year. If the annual budget proves inadequate for any reason (other than as a result of the failure by one or more unit owners in the Association to pay their assessments), the Board may, at any time, levy a further assessment, which shall be assessed in the same proportion as other general assessments.

ARTICLE 8. INSURANCE

8.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverage as the Board deems necessary or advisable, such as fidelity insurance for Association officers handling fund of the Association.

8.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location

and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

8.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

8.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a general assessment.

8.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

8.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of (1) the size, design or composition of a Building, or (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

8.7 Exclusions from Coverage. Association Insurance coverage shall exclude (a) coverage on any home or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverage as are excluded from Association Insurance.

ARTICLE 9. AMENDMENT OF DECLARATION

9.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least sixty-seven percent (67%) of the total votes of the Association then entitled to vote. Regardless of the manner of adoption, no amendment shall adversely affect a special right or easement reserved to Declarant under this Declaration, or the rights of Mortgagees under Article 10, without the express written consent of Declarant or Mortgagee, as applicable. Notwithstanding the foregoing, Declarant reserves the right to unilaterally amend the Declaration until one (1) year after one hundred percent (100%) of the then existing Lots (inclusive of any Lots added to the Expansion Area by Declarant in its discretion or vacant land in the Expansion Area that is not developed) have been sold to an Owner intending to reside thereon and occupancy permits have been granted for each Lot. During such period, Declarant may also enter into other agreements on behalf of the Association or Lot Owners for purposes of easements and/or other items necessary for the orderly operation and maintenance of the Subdivision and/or Association, provided however, that any amendments to the restrictions where the Municipality is involved or has an interest may require the approval by the Municipality.

9.2 Procedures. Except with respect to an amendment by Declarant, amendments to this Declaration shall be prepared and executed by the president of the Association and shall become effective when recorded in the office of the Register of Deeds. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 10. RIGHTS OF MORTGAGE HOLDERS

10.1 Notice. Any Mortgage holder, insurer or guarantor of a Mortgage encumbering a Lot that submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the Lot involved, will be entitled to timely written notice of:

(a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Lot on which it holds a Mortgage or any breach of the provisions of any of the Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(b) A lapse, cancellation or material modification of any Association Insurance; and

(c) Any proposed action that requires the consent of a Mortgage holder.

10.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage, or by a deed in lieu of foreclosure following an Owner's default under the Mortgage, shall not be liable for such Lot's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such Lot (except to the extent unpaid assessments are included in subsequent budgets generally), but shall ensure that any such prior delinquent assessments are paid upon transfer of the Lot to a third party.

ARTICLE 11. RIGHTS OF DECLARANT

11.1 Reserved Rights. Prior to the sale of all Lots by Declarant and occupancy permits granted for all Lots, Declarant:

(a) may use the Common Areas or Amenity Area, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental offices, model homes and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegates shall not have the right, without Declarant's express written consent, to locate a general sales office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted for a period not to exceed forty-eight (48) months from the date of issuance of the certificate of occupancy therefor; provided, however, that once a model home is used as a home for an Occupant, it may not thereafter be used as a "model home". Notwithstanding the foregoing, any such use must be in compliance with all Municipal ordinances and regulations and may require a use permit granted by the Municipality.

(b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the ten (10) feet area adjacent to each Lot line), which rights shall expire one (1) year after conveyance of a Lot by Declarant. Additionally, the right to grant easements upon, over, through and across the Common Areas as may be required in Declarant's sole opinion for furnishing any kind of utility services, maintenance and replacement thereof, drainage, grading, communications or public purposes including, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings or for ingress and egress and maintenance and replacement thereof, to, from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

For purposes of this Section, a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a "sale" for purposes of this Section.

11.2 Addition to or Subtraction from the Subdivision. Declarant reserves the right, at any time during the term of this Declaration and in its sole discretion, from time to time to subject portions of the Expansion Area to this Declaration in accordance with this Section. Each time Declarant subjects a portion of the Expansion Area to this Declaration it is known as an "*Expansion*".

11.2.1 Expansion. Declarant reserves the right, at any time, and from time to time, during the term of this Declaration and in its sole discretion, to subject additional real estate

outside the Subdivision to this Declaration by recording a document imposing on such real estate the provisions of this Declaration (as amended from time to time). The additional real estate shall be located in the Municipality and shall be adjacent to the Subdivision (ignoring streets, railroads and navigable waters which may separate the additional real estate from the Subdivision). The additional real estate will be subject to the provisions of this Article 11 as though it were a part of the original Subdivision.

11.2.2 Procedure for Expansion. Declarant shall add to the Subdivision by recording with the Register of Deeds one or more amendments to this Declaration setting forth the legal description of the area so affected. An amendment creating an Expansion need be executed only by the Declarant and does not require consent from or notice to any other person.

11.2.3 Contents of Expansion Amendment. An Expansion amendment will (a) state the legal description of the land being subjected to this Declaration; (b) set forth such other limitations on such future Lots as Declarant may desire not inconsistent with this Declaration; and (c) set forth such other information as is reasonable to facilitate the Expansion and the integration of the area into the Association. All other provisions of the Declaration shall apply to the Lots or Outlots included in any Expansion.

11.2.4 Procedure for Subtraction of Land. For so long as the Declarant is in control of the Association, the Declarant may also, in its sole discretion, by recorded document, remove the Expansion Land or any Lots not yet sold, from the effect of this Declaration and thereby reduce the extent of the Subdivision, without the consent of the Lot Owners within the Subdivision, subject to the amendment procedures of Section 9.1.

11.2.5 Other Lands. Declarant also reserves the right, at any time, and from time to time, during the term of this Declaration and in its sole discretion, to subject additional real estate outside the Subdivision to this Declaration by recording a document imposing on such real estate the provisions of this Declaration (as amended from time to time), subject to the amendment procedures of Section 9

11.2.6 Modification of Budget and Assessments. Upon each such Expansion, the Association will amend the annual Budget and annual assessments as appropriate to account for the effects of any Expansion or subtraction. Any assessments prior to the addition or subtraction of the area affected by the Expansion or subtraction will be pro-rated and adjusted by the Association accordingly. Each Owner in the Expansion Area shall have the same rights and obligations as if such Owner was an Owner under the initial Declaration. All Owners acknowledge that the proportionate share of expenses and the corresponding assessments will be revised to reflect the presence of additional Lots. Each Owner also acknowledges that assessments could increase or decrease based on the facts and circumstances in effect at the time of such addition or subtraction.

11.2.7 Effective Date of Expansion. The Subdivision shall be deemed expanded when an amendment to this Declaration, executed by Declarant, is recorded with the Register's Office.

11.2.8 Effect of Expansion or Reduction on Outlots. To the extent that Owners have a tenancy in common interest in Outlots prior to an Expansion, the interests of such Owners will be deemed adjusted, upon the recording of an Expansion or reduction amendment and without more, to equally allocate ownership among all Owners, both pre-existing and new. The interest of any Mortgagee in Outlots by virtue of this tenancy in common interest, shall attach, by operation of law, to the new percentage interests in the Outlots appurtenant to the Lot on which it has its lien. Tenancy in common ownership rights in Outlots are extinguished for Lots removed from the Declaration pursuant to Section 11.2.3.

11.2.9 Reserved Easements. Declarant reserves easements over the Common Areas for the benefit of all portions of the Subdivision not yet included in this Declaration, for the purposes of vehicular and pedestrian access; installation, repair, maintenance and replacement of utilities to serve the Expansion Areas; marshaling of construction materials and personnel for improvements made to the Expansion Area; and the use of Common Improvements and Common Areas for recreational purposes consistent with those uses granted to Owners.

ARTICLE 12. REMEDIES

12.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief (including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval), subject to any other remedy provided by the Bylaws or at law, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

12.2 Owner or Occupant Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or commence litigation, arbitration or other proceeding or other action as the Association deems necessary or appropriate, in its sole discretion. Expenses incurred therefor by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 4 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 13. EASEMENTS

13.1 Right of Entry. A right of entry to each Lot or Common Area is reserved to the Association to service utility installations located on, in or under such Lot or Common Area provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot or Common Area may be made immediately, whether the Owner or Occupant of such Lot or Common Area is or is not present and without liability of the

Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

13.2 Common Area Easements. The Association may grant easements over and through the Common Areas for such purposes as the Board deems reasonable for the benefit of the Owners.

ARTICLE 14. TERMINATION

14.1 Termination. This Declaration shall be in effect for a period of twenty-five (25) years and automatically renewed for successive periods of ten (10) years each, unless terminated at the end of the original or any extended term by: (i) Declarant (if during the period of Declarant control of the Association), or (ii) the written consent of the owners of not less than ninety percent (90%) of the aggregate then existing Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the office of the Register of Deeds. If the Owners decide to terminate the Association, a maintenance and operation plan for the Common Areas and Storm Water Facilities, if any, may need to be presented and approved by the Municipality prior to such termination. Nothing provided in this Section, by itself, terminates or shall be interpreted to authorize termination of any drainage easements, common area maintenance requirements, or other restriction herein that affects an interest in real estate while the record title to the real estate or an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Municipality, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by record document.

ARTICLE 15. CONSTRUCTION AND EFFECT

15.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

15.2 Including. Whenever used herein, the term “including” preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

15.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

15.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to

which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

15.5 Remedies. All remedies herein are cumulative.

15.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

15.7 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

15.8 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

15.9 Conflict. In the event any covenant or provision of this Declaration is in conflict with any ordinance, code or law of the Municipality or other governmental authority having jurisdiction, the governing authority shall control and supersede that provision of the Declaration. All remaining covenants and provisions of this Declaration shall remain in full force and effect

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Declaration has been duly executed as of the date first above written.

DECLARANT:

Wrenwood, LLC,
a Wisconsin limited liability company

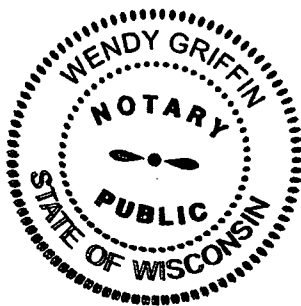
By: Neumann Developments, Inc., sole Member

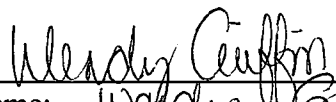
By: 
Steve DeCleene, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

Personally came before me this 21 day of September, 2022, the above named Steve DeCleene, President of Neumann Developments, Inc. sole member of Wrenwood, LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

[SEAL]




Name: Wendy Griffin
Notary Public, State of Wisconsin
My commission: 2/5/25

This instrument was drafted by:
Kevin Anderson
Neumann Developments
N27 W24025 Paul Court, #Suite 100
Pewaukee, WI 53072

EXHIBIT A

Legal Description of the Subdivision

1. The Subdivision, being a redivision of Lot 4 of CSM No. 6890, being located in a part of the Northwest $\frac{1}{4}$, Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, in Township 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin.

2. Consisting of the following portions of the Subdivision:

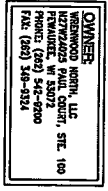
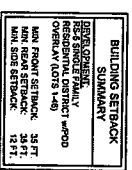
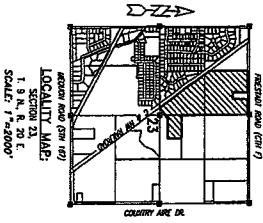
Lots 1 thru 4 and Outlots 1, 2 & 3

Specifically excluding: Outlot #4 which shall be retained by Developer as an Expansion Area.

EXHIBIT B

Final Plat recording page attached for reference

Document # 1508669
WASHINGTON COUNTY WISCONSIN
2022-09-21 11:14:00 AM
Debra L. Madsen
S-0400 A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: \$50.00



4/13/12
5/13/12
6/14/12

- Includes 50' x 120' outside diameter x 18" long Submersible Bar weighing 4,305 lbs. per lineal foot. All other bars and Submersible Bars are listed with 0.250" outside diameter x 18" long Reinforcing Bar weighing 1,592 lbs. per lineal foot.
- Includes Final Documentation (Set Paid).
- All linear measurements have been made to the nearest one-hundredth of a foot.
- All regular measurements have been made to nearest second and compiled to the nearest half-second.
- All bearings are referenced to old North of the Wisconsin State Plane Coordinate System, Sixth Zone (1927-42) NAD, in which the East line of the K.W. 1/4 of Section 23, Town 9 North, Range 20 East, bears North 69°04'20" West.
- The Easements for Society Saver, Wetmore's Storm Saver and Dunsage are herein granted to the Village of Germantown.
- The 32' wide Landscape easements are herein granted to the Subdivision's Homeowners Association for installation, repair and maintenance.
- The Owners of the residential Lot 1 through 46 within the "Wetmore North" Subdivision and any future additions to this subdivision, shall share an equal undivided fractional share in Oulith 1, 2 and 3 of the sewer of any Lot or Oulith in the Subdivision by reason of the following:
 - Oulith 4 to be retained by the Owner for future development.
 - All Wetland shown herein shall be field delineated and field located by STATUTE in 2017.
 - All Primary Environmental Corridor (PEC) shown herein is per verbatim Washington County records.
- Streambeds, Submerged Lands are located on Oulith 1, 2 and 3 of this Subdivision. The Owners of the residential Lots 1 through 46 within the "Wetmore North" Subdivision shall share an equal undivided fractional share of the cost to repair, maintain or replace said Streambeds and Submerged Lands with the Subdivision. Said repair, maintenance and replacement shall be performed by the Owners of Lots within the Subdivision and any future additions to this Subdivision.

THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, P.L.S. (S-2972)

There are no objections to this rule with respect to s. 226.15, 226.16, 226.28 and 226.21 (1) and (2), Wis. Stats. as provided by s. 226.12, Wis. Stats.

Certified August 31, 2022

Rene M. Ponzel
Department of Administration



BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 2, 2024

PLACEMENT: Action Item

ITEM TITLE: Harter's Lakeside Disposal, Agent for Skyline Development Corp, Property Owner; northeast corner of Fond du Lac Avenue/STH145 @ and Spaten Court. Rezone Application for 12.7 acres from M-1: Limited Industrial to M-2: General Industrial and a Conditional Use Permit (CUP) Application to develop and operate a new "Solid Waste Disposal, Collection and Transportation Operation" business.

SUBMITTED BY: Jeff Retzlaff, Community Dev. Director

SUMMARY EXPLANATION:

ATTACHMENT:

1. STAFF REPORT-HARTERS REZONING-CUP
2. REZONE APPLICATION
3. CUP APPLICATION
4. PH NOTICE-HARTERS LAKESIDE DISPOSAL
5. APPLICATION SUPPLEMENT
6. CONCEPT PLAN-PHASE 1
7. CONCEPT PLAN-PHASE 2
8. CONCEPT PLAN-PHASE 3
9. SEWER UTILITY COMMENTS
10. SKYLINE PARCEL-CSM 5464
11. SKYLINE PARCEL-CSM 6684
12. SKYLINE PROPERTY-WETLAND MITIGATION CUP

STAFF RECOMMENDATION:

Staff Recommendation: DENY the request to rezone 12.7 acres from M-1: Limited Industrial to the M-2: General Industrial Zoning District and **DENY** the conditional use permit application Conditional Use Permit (CUP) to develop and operate a "Solid Waste Disposal, Collection and Transportation Operation" from the property.

ACTION BY Committee:

Plan Commission Action: Recognize the proposed use is equal to the Waste Management facility *[the Fleet Maintenance Facility located @ N96 W13600 County Line Road]* located in an M-2: General Industrial District and is similar to the use allowed *[in an M-2 District]* under 17.34(3)(c) which is "landfills and solid waste disposal and recovery uses".

Plan Commission Recommendation: DENY the request to rezone 12.7 acres from

M-1: Limited Industrial to the M-2: General Industrial Zoning District and **DENY** the conditional use permit application Conditional Use Permit (CUP) to develop and operate a “Solid Waste Disposal, Collection and Transportation Operation” from the property.

REZONING & CONDITIONAL USE PERMIT APPLICATIONS

11/11/24 Plan Commission Meeting

Harter's Lakeside Disposal / Skyline Development Corporation

Village Staff Report & Recommendation

Germantown, Wisconsin

Summary

Mike Thun, agent for Harter's Lakeside Property Management, Lakeside Disposal, and Skyline Development Corp, property owner, is requesting approval to rezone 12.7 acres from the M-1: Limited Industrial to the M-2: General Industrial Zoning District and a Conditional Use Permit (CUP) to develop and operate a "Solid Waste Disposal, Collection and Transportation Operation" from the property located at N102 W13800 Spaten Court in the "Victory Center Corridor".

Property Location: Fond du Lac Ave/STH145 @ Spaten Court

Agent/

Property Owner:	Mike Thun	David Barry, Barry Company
	Harter's Disposal	Skyline Development Corp
	W2578 Holland Lima Rd	14950 Hushing Brae Ct
	Oostburg, WI	Brookfield, WI

Current Zoning: M-1: Limited Industrial

Proposed Zoning: M-2: General Industrial

Adjacent Land Uses		Zoning
North	Industrial	M-1
South	Industrial/Agricultural/Residential	M-1/A-1/Rs-5
East	Industrial	M-1
West	Residential	Rs-4



Proposal

Mike Thun, agent for Harter's Lakeside Property Management, Lakeside Disposal, and Skyline Development Corp, property owner, is requesting approval to rezone 12.7 acres from the M-1: Limited Industrial to the M-2: General Industrial Zoning District and a Conditional Use Permit (CUP) to develop and operate a "Solid Waste Disposal, Collection and Transportation Operation" from the property located at N102 W13800 Spaten Court in the "Victory Center Corridor".

Harter's Lakeside Disposal provides a variety of waste & recyclable material collection services in the east central and southeast WI region, including: residential and commercial roll-off dumpster rental and individual residential and business customer trash & recyclable collection services. <https://www.harterslakeside.com/>

As described and shown in the CUP and Rezoning applications and supporting site plan, Harter's proposes to use the property for the rental and storage of dumpsters, daily trucking operations in the morning (3:00am to 7:00am) and the afternoon (1:00pm to 6:00pm) to/from the property with the eventual construction of a building for offices and truck & equipment maintenance operations. These uses will expand over the next 5 years in three (3) phases. The operation is proposed to run from 3:00am to 11:00pm daily with office hours from 8:00am to 5:00pm.

Staff Comment

The property is located in the "Victory Center Corridor" under the 2050 Plan. As noted therein, the *"...Victory Center corridor is intended to further develop as a mixed-use area with commercial, mixed-use commercial, institutional, and residential development in a traditional or conservation design pattern with average single-family densities of 2.2 to 2.9 DU's/acre on 15-20,000 sqft lots, two to four family densities up to 6 DU's/acre, and multi-family densities up to 10.0 DU's/acre. Future commercial uses are desirable including retail, office and other service-oriented uses. Industrial uses are acceptable in those areas currently zoned M-1 and/or located within the TID No.4 boundary."*

Current zoning of the three (3) parcels that comprise the 12.7-acre property is M-1: Limited Industrial. Although undeveloped, the two parcels on the north side of Spaten Court have delineated wetland along the common property line that is part of a wetland conservancy/mitigation area set aside for preservation when the Sports Specialists industrial site was developed by Skyline Development in 2016 (see attached staff report and wetland mitigation report). These parcels also have various 20', 30' and 45' wide sanitary sewer and storm sewer easements across both; limiting the type and extent of development on the property. The impact of these easements and wetland conservancy area on potential use and development of the property will need to be addressed if the proposal moves forward. Similarly, the third parcel, a 3.3-acre outlot contains a private storm water management basin that serves the developed parcels in the area, including future development of this property.

Staff does not support the proposed rezoning and solid waste disposal, collection and transportation operation in this location for the following reasons:

Land Use

With respect to land use, Staff believes this 12.7-acre site is better suited less intense, light industrial (if any industrial) or commercial business-related land uses and development consistent with the "Victory Center Corridor". As discussed above, "desirable" uses listed for the "Victory Center Corridor" are commercial uses. While industrial uses are "acceptable", they are intended for those areas currently zoned M-1: Limited Industrial and those parcels in what is now retired Tax Increment District (TID) 4. This property is currently zoned M-1. However, the proposed solid waste disposal, collection and transportation operation is not a permitted or conditional use allowed in the M-1 District. As an "unclassified use" under Section 17.03(3)(a)2. This use "...*may be permitted by the Plan Commission provided that such use is similar in character to the principal uses permitted in the district. If the Plan Commission determines that an unclassified or unspecified use is similar in character to a conditional use specified for that zoning district, the unclassified or unspecified use will require review and approval by both the Plan Commission and the Village Board in accordance with the [conditional use] procedures...*" in the Zoning Code. The only use comparable to the proposed solid waste disposal, collection and transportation operation is "landfills and solid waste disposal and recovery uses" under Section 17.34(3)(c) of the M-2: General Zoning District. As stated in the Zoning Code, "...*the M-2 Industrial District is intended to provide for the same type of manufacturing and fabricating operations and uses as in the M-1 Industrial District plus more intensive uses. However, these operations and uses shall be provided in those areas where the relationships to surrounding land use would create fewer problems of compatibility. The M-2 Industrial District also permits those activities generally perceived as being of a nuisance nature or considered to be hazardous. All uses in this District must meet State of Wisconsin industrial standards as well as performance standards set forth in section 17.47 of this chapter. Such districts should not normally abut directly upon residential or commercial districts.*"

Location/Compatibility

By comparison, the proposed use is the same or similar to Waste Management's (WM) waste collection & recycling fleet maintenance facility and waste container storage yard located ½-mile to the south on County Line Road east of STH 145/Fond du Lac Ave. Since those facilities have been in operation, ongoing noise issues associated with those facilities negatively impact the residential neighborhood west of STH 145/Fond du Lac Ave. These types of uses that involve daily heavy vehicle operations including regular start-up, safety checking, and backing up of these vehicles and waste containers to/from the site during both pre-dawn (3:00 to 6:00am) and late night hours (after 10:00pm) are not compatible with residential uses. In the case of WM, the on-site storage and movement of dumpsters and roll-off type waste shipping containers results in loud banging sounds and truck backing beeping sounds throughout the day.

For these reasons, It would not be consistent with the intent of either the "Victory Center Corridor" and the M-2: General Zoning District to rezone this property from M-1 into the M-2 District to allow the proposed uses.

However, if the Plan Commission chooses to forward a positive recommendation to the Village Board in favor of rezoning the property and granting a conditional use permit, the Plan Commission needs to give further direction to staff and the applicant regarding the level of detail that will need to be incorporated into the site development & building plans that will need to be prepared and submitted for Plan Commission approval prior to commencing any development and/or uses on the property.

Also, further direction is needed by staff concerning any stipulations or conditions of approval that the PC deems are necessary to address/mitigate negative impacts associated with the proposed uses of the property, e.g. noise, vibration, glare, odor, traffic, etc.

The Village Engineer and Wastewater Utility superintendent have indicated that easement access agreements with the Village regarding access to the Northeast Interceptor sanitary sewer and storm sewer need to be considered as part of any future site development plan to preserve Village access to those facilities for maintenance purposes. "As-built" drawings for those easements are provided for information.

VILLAGE STAFF RECOMMENDATION

DENY the request to rezone 12.7 acres from M-1: Limited Industrial to the M-2: General Industrial Zoning District and **DENY** the conditional use permit application Conditional Use Permit (CUP) to develop and operate a "Solid Waste Disposal, Collection and Transportation Operation" from the property.

NOTE: *If the Plan Commission decides to forward a positive recommendation to the Village Board in favor of rezoning the property and granting a conditional use permit as requested, Staff recommends that action be **TABLED** or **POSTPONED** so the Plan Commission can:*

- 1. Provide direction to staff concerning stipulations or conditions of approval that the Plan Commission deems are necessary to address/mitigate negative impacts associated with the proposed uses of the property, e.g. noise, vibration, glare, odor, traffic, etc.; and*
- 2. Provide direction to staff and the applicant regarding the level of detail that will need to be incorporated into the site development & building plans that will need to be prepared and submitted for Plan Commission approval prior to commencing any development and/or uses on the property.*



Village of

Germantown
Willkommen

FEES MUST BE PAID AT TIME OF APPLICATION

\$200 Plan Commission Consultation

\$1,085 Rezoning

\$1,240 PDD < 5 acres

\$2,095 PDD 5-20 acre site

\$3,460 PDD > 20 acre site

Date Paid: 10/25/24 Received by: OR

CHK # 2834

REZONING & PDD APPLICATION

Pursuant to Section 17.51 of the Municipal Code

Please read and complete this application carefully. **All applications must be signed and dated.**

1

APPLICANT OR AGENT

Harter's Lakeside Disposal
W2578 Holland Lima Rd
Oostburg, WI 53070

Phone (920) 377-0929

E-Mail mthun@harters.net

PROPERTY OWNER

Current: Skyline Development Corp
Buyer: Harter's Lakeside Property
Management

Phone () 414-552-9050

E-Mail

2

PROPERTY ADDRESS OR GENERAL LOCATION

TAX KEY NUMBER

Fond du Lac Ave and Spaten Ct

GTNV 362988, 362986,
362982

3

REZONING REQUEST

FROM

M1

TO

M2

4

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

See attached



5

PURPOSE OF REZONING REQUEST

Briefly describe why the applicant is rezoning the property. Include a description of the proposed use, including any new construction and number of employees, if applicable.

Immediate Use: Dumpster Storage, truck parking

Future development (3-5yrs): maintenance building for trucks and containers with a small office. 5-100 employees. Operation hours 3am -Midnight. Office potentially open 8am-5pm.

6

SUPPORTING DOCUMENTATION:

- ☐ Plat of Survey (1:100)
- ☐ Site Plan and elevations for new construction (can be conceptual)

7

READ AND INITIAL THE FOLLOWING:

JA I understand that the Village is under no obligation to rezone property and that density and lot coverages provided in the Zoning Code are maximums. Actual build out will depend on myriad factors including topography and other natural conditions, surrounding neighborhood context and the detailed design of a project.

JA I understand that Village Staff, Plan Commission and/or Village Board may request additional information to properly evaluate this request and failure to provide such information may in itself be sufficient cause to deny the petition.

JA I am aware that this rezoning shall go into effect immediately upon the final approval of the Village Board and its execution of the rezoning ordinance

JA I understand that Village Staff is required to post one or more signs along the street frontage of and/or on the property subject of this application that indicate to nearby property owners and the general public that a public hearing of my application will be held before the Village Plan Commission and/or Village Board prior to action taken on this application; I hereby grant Village Staff permission to enter onto the property for the expressed purpose of installing said sign(s) provided Village Staff is responsible for installing, maintaining and removing said signs in a reasonable manner and time frame.

8

SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

[Signature]
Applicant

10/24/24
Date

Stagline Development Corp.
Owner

10/24/24
Date

PARCEL A: Lot 2 of Certified Survey Map No. 5464, recorded April 22, 2002 in Volume 39 of Certified Survey Maps, Pages 66-71, as Document No. 929976, being a part of the Northwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 36, Town 9 North, Range 20 East, in the Village of Germantown, County of Washington, State of Wisconsin.

PARCEL B: Lot 2 of Certified Survey Map No. 6684, recorded May 6, 2016 in Volume 51 of Certified Survey Maps, Pages 156-162, as Document No. 1404392, being part of Lot 1 of Certified Survey Map No. 5464 in the Northwest 1/4 of the Northwest 1/4 of Section 36, Town 9 North, Range 20 East, in the Village of Germantown, County of Washington, State of Wisconsin.

PARCEL C: Outlot 1 of Certified Survey Map No. 5464, recorded April 22, 2002 in Volume 39 of Certified Survey Maps, Pages 66-71, as Document No. 929976, being a part of the Northwest 1/4 and Northeast 1/4 of the Northwest 1/4 of Section 36, Town 9 North, Range 20 East, in the Village of Germantown, County of Washington, State of Wisconsin.



10/24/2024	Village of Germantown				
Date	Type	Reference	Original Amount	Balance Due	Payment
10/24/2024	Bill		1,085.00	1,085.00	1,085.00
		Check Amount			1,085.00

Oostburg St Bnk-Ops

1,085.00

Village of

Germantown

Village of Germantown
Clerk Treasurer
N112W17001 MEQUON ROAD
Germantown, WI 53022
(262)250-4700
Welcome

10/25/2024 11:09AM Mary S.
000751-0006
Payment Effective Date 10/25/2024

MISCELLANEOUS

ZONING FEES (GENZON)

2024 Item: GENZON

1 @ \$1,085.0000

ZONING FEES (GENZON)

\$1,085.00

\$1,085.00

Subtotal

\$1,085.00

Total

\$1,085.00

CHECK

\$1,085.00

Check Number 2834

Change due

\$0.00

Thank you for your payment

CUSTOMER COPY



Fee must accompany application

☒ \$1460 Paid RR Date 9/6/24
CHK # 2747

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

Please read and complete this application carefully. All applications must be signed and dated.

1 APPLICANT OR AGENT

Harter's Lakeside Disposal
W2578 Holland Lima Road
Oostburg, WI 53070

Phone (920) 377-0929

Fax (920) 552-5414

E-Mail mthun@harters.net

PROPERTY OWNER

current: Skyline Development Corp.
buyer: Lakeside Property Management

Phone 414 (920) 552-9050

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Harter's Lakeside Disposal

3 PROPERTY ADDRESS

Fond du Lac Ave and Spaten Ct

TAX KEY NUMBER

GTNV 362988,
362986, 362982

4 DESCRIPTION OF EXISTING OPERATION

Briefly describe the use as it exists today, including use, size, number of employees, hours of operation, etc. If this permit involves new construction, describe the current status of the property, e.g. "vacant." Use additional pages as necessary.

Vacant

5 DESCRIPTION OF PROPOSED OPERATION

Write the name of the proposed conditional use exactly as it appears in the Municipal Code

12.22 Solid waste disposal, collection, and transportation operations

Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations

Immediate use: Dumpster storage, truck parking

Future development (3-5 yrs): maintenance building for trucks and containers with a small office. 5-100 employees. Operation hours 3am-Midnight. Office potentially open 8:00-5:00pm.

6

METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

See attached.

7

SUPPORTING DOCUMENTATION:

- ☒ Site Plan and elevations for new construction (can be conceptual)
- ☒ Photos of existing use and/or proposed use operating elsewhere
- ☐ _____
- ☐ _____

8

READ AND INITIAL THE FOLLOWING:

MS I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.

MS I will notify the Village if any aspects of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.

MS I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.

MS I understand that Village Staff is required to post one or more signs along the street frontage of and/or on the property subject of this application that indicate to nearby property owners and the general public that a public hearing of my application will be held before the Village Plan Commission and/or Village Board prior to action being taken on this application; I hereby grant Village Staff permission to enter onto the property for the expressed purpose of installing said sign(s) provided Village Staff is responsible for installing, maintaining and removing said signs in a reasonable manner and timeframe.

9

SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

[Signature] 9/4/24
Applicant Date

Skyline Development Corp 9/4/24
Owner Date

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Village of Germantown

Date	Type	Reference
9/4/2024	Bill	

Original Amt.
1,460.00

Balance Due
1,460.00

9/4/2024	Discount
Check Amount	

Payment
1,460.00
1,460.00

Oostburg St Bnk-Ops

1,460.00

Village of



Village of Germantown
Clerk Treasurer
N112W17001 MEQUON ROAD
Germantown, WI 53022
(262)250-4700
Welcome

09/05/2024 09:58AM Mary S.
000703-0007
Payment Effective Date 09/03/2024

MISCELLANEOUS

CONDITIONAL USE PERMITS
(GENCON)

2024 Item: GENCON

1 @ \$1,460.0000

CONDITIONAL USE PERMITS
(GENCON)

\$1,460.00

\$1,460.00

Subtotal

\$1,460.00

Total

\$1,460.00

CHECK

\$1,460.00

Check Number 2747

Change due

\$0.00

Thank you for your payment

CUSTOMER COPY

NOTICE OF PUBLIC HEARING VILLAGE OF GERMANTOWN

NOTICE is hereby given that a Public Hearing will be held before the Village of Germantown Plan Commission at the Germantown Village Hall located at N112W17001 Mequon Road, Germantown, Wisconsin and virtually through the WebEx platform on the following date and at the time noted below (or soon thereafter):

DATE: Monday, November 11th, 2024
TIME: 6:30 pm or later

The purpose of said hearing is to hear all parties, their attorneys or agents, for the following applications: (1) a REZONING application to rezone the following described property from the M-1: Limited Industrial to the M-2:General Industrial Zoning District; and (2) a CONDITIONAL USE PERMIT application for a "Solid Waste Disposal, Collection and Transportation Operation" from the following described property pursuant to Section 17.34(3)(c) of the Village Zoning Code.

Applicant: Harter's Lakeside Disposal, Agent for Skyline Development Corp., Property Owner
Property Address: Corner of Fond du Lac Ave. and Spaten Ct. (GTNV 362-988, 362-986 & 362-982)

Property Descriptions:

PARCEL A: Lot 2 of Certified Survey Map No. 5464, recorded April 22, 2002 in Volume 39 of Certified Survey Maps, Pages 66-71, as Document No. 929976, being a part of the Northwest ¼ and Northeast ¼ of the Northwest ¼ of Section 36, Town 9 North, Range 20 East, in the Village of Germantown, County of Washington, State of Wisconsin.

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A copy of the application and a map showing the property described above are on file at the Community Development Department-Planning & Zoning Services office in the Germantown Village Hall and can be viewed on the Village's Zoning Hub and website by following either of these links:

Website: <https://www.germantownwi.gov/589/Proposed-Development-Projects>

Citizens wishing to submit any public comments should do so by sending them by email to: comments@germantownwi.gov no later than 4:00 pm on the meeting date listed above.

Donna Ott, Village Clerk
Dated this 16th day of October 2024

To Be Published On: October 23rd and October 30th, 2024



Harter's Lakeside Disposal
Application Supplement
November 8, 2024

Introduction

Harter's Lakeside Disposal will make a major investment in the Village of Germantown through the purchase of three properties on Spaten Court (Parcel Numbers: GTNV 362986, GTNV 362982, and GTNV 362988). The properties are zoned M-1 Limited Industrial District.

Spaten Court intersects with Fond du Lac Avenue (STH 145) and is just south of Donges Bay Road. The area is already an active commercial corridor with service-oriented uses including auto and truck repair services, wholesaler uses, and personal storage facilities.

Harter's will expand its operations and facilities at the site over a 3-5 year period but the phased implementation may be accelerated as its business grows.

Phase 1

Timing: Immediate

Plan Overview: See Phase 1 Site Plan (fenced area and gate to Spaten Court on Parcel GTNV 362982; storage pad for limited storage of trucks, employee vehicles, and dumpsters; a temporary job site trailer; and a portable restroom).

Plan Details: Storage pad will be gravel or crushed asphalt; fence will be 8' high chain link with privacy slats if required; **no** storage area for trash or recyclables (the use is **not** a waste transfer station or landfill).

Operational Details:

1. The use in Phase 1 will be limited to storage. No maintenance and repair operations will be conducted on site.
2. A limited number of trucks, employee vehicles, and dumpsters will be on site but some increase may occur during off-peak months (January – March). Up to 10 trucks and dumpsters will be kept on site for Phase 1.
3. Hours of operation will involve early morning arrivals of employees and departures of trucks (between 3:00 am – 7:00 am) and returns to the site in the afternoon and evening (between 1:00 pm – 6:00 pm).



Phase 2

Timing: 2025-2026 (approx.), following required Plan Commission approvals.

Plan Overview: See Phase 2 Site Plan (within the same fenced area on Parcel GTNV 362982, an expanded storage pad for storage of trucks, employee vehicles, and dumpsters; a new office/maintenance building to be constructed).

Plan Details:

A concrete apron will be poured inside the gate to Spaten Court; the expanded storage pad will be gravel or crushed asphalt.

While the site lighting and building design will be submitted for Plan Commission review and approval at a future time, Harter's will propose a building design that is consistent and compatible with the surrounding uses. Images of its current building as well as its typical lighting are attached.

There will be **no** storage area for trash or recyclables (the use is **not** a waste transfer station or landfill).

Operational Details:

1. The use in Phase 2 will be increased storage, construction of an office/maintenance and repair facility, and the office/maintenance and repair operations. Maintenance and repairs will be limited to company-owned vehicles and equipment. All maintenance and repair operations will be performed inside the building.
2. Up to 50 trucks and dumpsters will be kept on site for Phase 2.
3. Hours of operation will involve early morning arrivals of employees and departures of trucks (between 3:00 am – 7:00 am) and returns to the site in the afternoon and evening (between 1:00 pm – 6:00 pm). Maintenance and repair operations inside the building will occur throughout the day with primary services occurring between 4:00 pm – 11:00 pm. There will generally not be any activity on site between 11:00 pm – 3:00 am unless emergency repairs are needed (performed inside the building) or trucks need to leave for special pickups.

Phase 3

Timing: 2028-2030 (approx.), following required Plan Commission approvals.

Plan Overview: See Phase 3 Site Plan (within the same fenced area on Parcel GTNV 362982, an expanded storage pad for storage of trucks and dumpsters; an addition to the office/maintenance building to be constructed; and an employee vehicle parking area on Parcel GTNV 362986 with direct access to Spaten Court and secondary access to the storage yard).

**Plan Details:**

The employee parking area and expanded storage pad will be gravel or crushed asphalt.

The employee parking area and building addition design will be submitted for Plan Commission review and approval at a future time.

There will be **no** storage area for trash or recyclables (the use is **not** a waste transfer station or landfill).

Operational Details:

1. The use in Phase 3 will be increased storage, expansion of the maintenance and repair facility, and the office/maintenance and repair operations. Maintenance and repairs will be continue to be limited to company-owned vehicles and equipment. All maintenance and repair operations will continue to be performed inside the building.
2. Up to 100 trucks and dumpsters will be kept on site for Phase 3.
3. Hours of operation will involve early morning arrivals of employees and departures of trucks (between 3:00 am – 7:00 am) and returns to the site in the afternoon and evening (between 1:00 pm – 6:00 pm). Maintenance and repair operations inside the building will occur throughout the day with primary services occurring between 4:00 pm – 11:00 pm. There will generally not be any activity on site between 11:00 pm – 3:00 am unless emergency repairs are needed (performed inside the building) or trucks need to leave for special pickups.

Conclusion

Harter's respectfully requests that the application for its Phase 1 use be approved.

Respectfully Submitted,

Harter's Lakeside Disposal

Michael Thun, General Manager and Owner

Cedar Creek Surveying, LLC

Tom TeBeest, PE, Civil Engineer for Project

Amundsen Davis LLC

Brian C. Randall, Attorney for Harter's



Harter's Current Building





Harter's Typical Lighting



PROPOSED SITE PLAN - PHASE 1

Part of the NW 1/4, Section 36, T9N, R20E, Village of Germantown, Washington County, Wisconsin.



S.T.H. 145/FOND DU LAC AVENUE

PARCEL #362981

PARCEL #362993

PARCEL #362982

PARCEL #362988

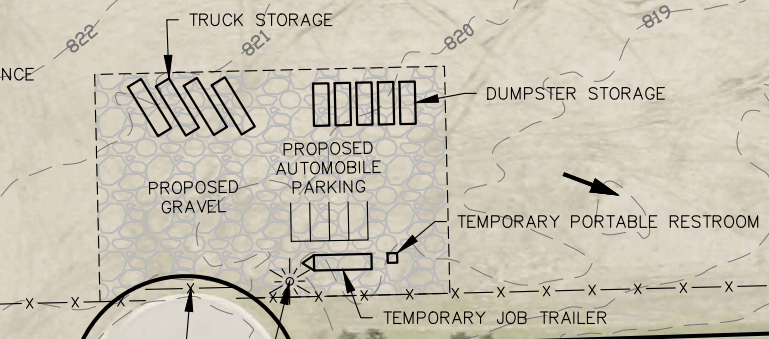
PARCEL #362986

PARCEL #362989

PARCEL #362999

PARCEL #362985

SPATEN COURT



- NOTES:
- 1. PARCEL LINES ARE FROM WASHINGTON COUNTY GIS.
 - 2. CONTOURS ARE FROM WASHINGTON COUNTY GIS.

PREPARED FOR:





100 South 10th Street
Oostburg, WI 53070

920-547-0599

CEDAR CREEK SURVEYING, LLC

ENGINEERS • SURVEYORS • DRAFTERS

www.cedarcreeksurveying.com

PROPOSED SITE PLAN - PHASE 2

Part of the NW 1/4, Section 36, T9N, R20E, Village of Germantown, Washington County, Wisconsin.



S.T.H. 145/FOND DU LAC AVENUE

PARCEL #362981

PARCEL #362993

DUMPSTER STORAGE

TRUCK STORAGE

PARCEL #362982

PARCEL #362988

PROPOSED EMPLOYEE PARKING

PROPOSED AUTOMOBILE PARKING

PROPOSED GRAVEL

PROPOSE CONCRETE

PROPOSED OFFICE/MAINTENANCE BUILDING 65' X 215'

STREET LIGHT (TYP.)

SPATEN COURT

PARCEL #362986

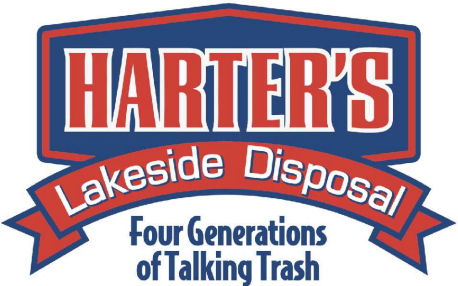
PARCEL #362989

PARCEL #362985

PARCEL #362999

PREPARED FOR:

- NOTES:
1. PARCEL LINES ARE FROM WASHINGTON COUNTY GIS.
2. CONTOURS ARE FROM WASHINGTON COUNTY GIS.





100 South 10th Street
Oostburg, WI 53070

920-547-0599

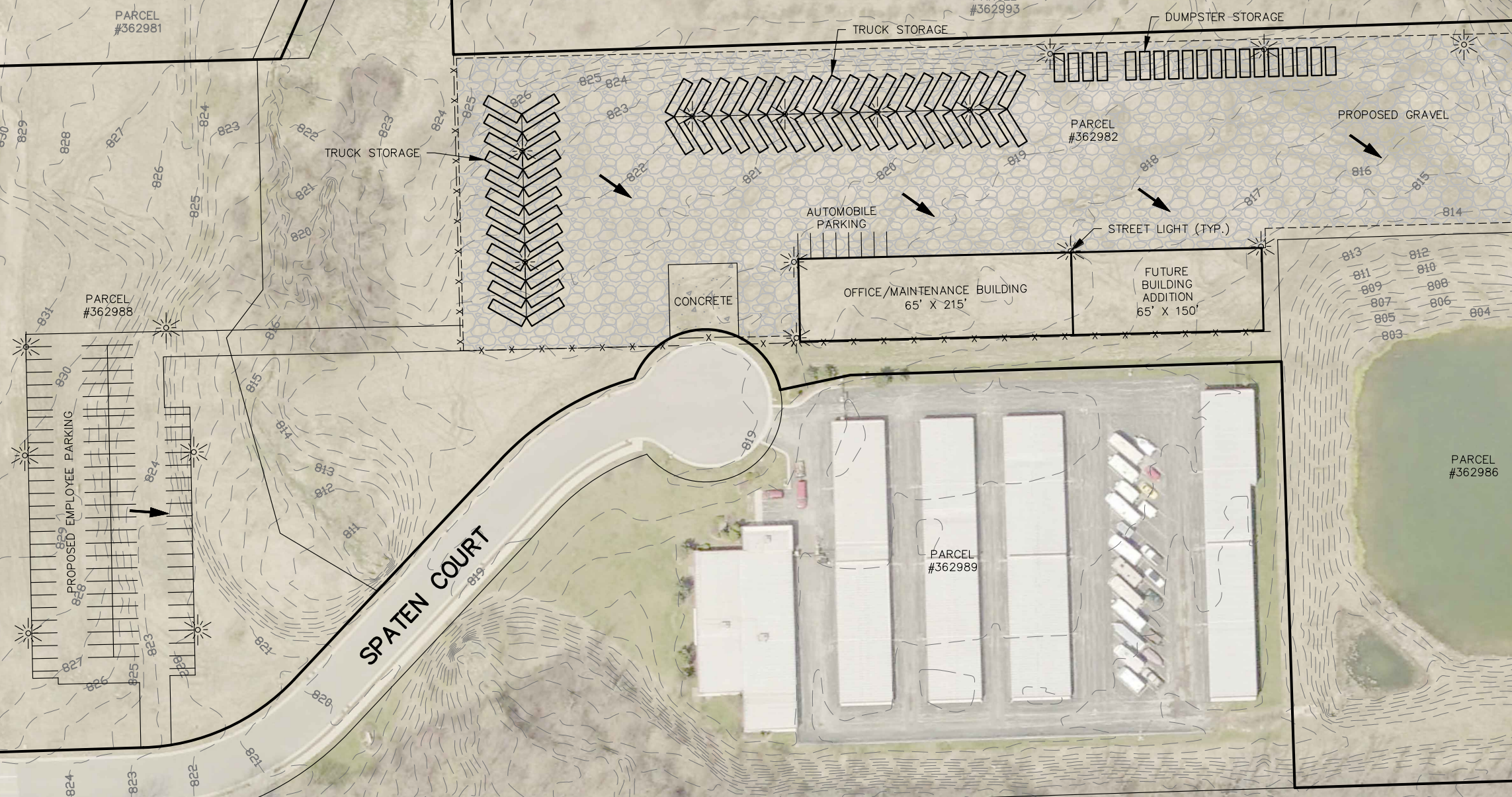
CEDAR CREEK SURVEYING, LLC
ENGINEERS • SURVEYORS • DRAFTERS
www.cedarcreeksurveying.com

PROPOSED SITE PLAN - PHASE 3

Part of the NW 1/4, Section 36, T9N, R20E, Village of Germantown, Washington County, Wisconsin.

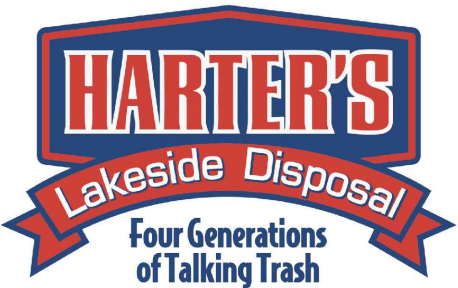


S.T.H. 145/FOND DU LAC AVENUE



- NOTES:
- 1. PARCEL LINES ARE FROM WASHINGTON COUNTY GIS.
 - 2. CONTOURS ARE FROM WASHINGTON COUNTY GIS.

PREPARED FOR:





100 South 10th Street
Oostburg, WI 53070

920-547-0599

CEDAR CREEK SURVEYING, LLC

ENGINEERS • SURVEYORS • DRAFTERS

www.cedarcreeksurveying.com



Village of Germantown GIS

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Germantown Does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



Village Of Germantown
N112 W17001 Mequon Road
Germantown, WI 53022
262-250-4700



SCALE: 1 = 605'

Print Date: 9/11/2024

Jeff Retzlaff

From: Paul Haugen
Sent: Wednesday, September 11, 2024 9:02 PM
To: Tim Zimmerman; Debbie Remich; Matthew Mortwedt; John Delain; Chief Mike Snow; tom.olejniczak@hecl.com; brad.seubert@hecl.com; Scott Anderson; Nathan Schuettpelz - Wachtel Tree Science; Kevin Driscoll; Justin Brandt; safe built-Alan Inspector; nschuettpelz@gmail.com; bstemple@wachteltree.com; Bob Beilfuss
Cc: Jeff Retzlaff; Jordan Yanke
Subject: Re: Staff Review - Plan Commission November 11th - Harter's Lakeside Disposal CUP

Water Utility has no comments

Sent from my U.S.Cellular® Tablet
Get [Outlook for Android](#)

From: Tim Zimmerman <tzimmerman@germantownwi.gov>
Sent: Wednesday, September 11, 2024 12:38:13 PM
To: Debbie Remich <dremich@germantownwi.gov>; Matthew Mortwedt <mmortwedt@germantownwi.gov>; John Delain <jdelain@germantownwi.gov>; Chief Mike Snow <msnow@germantownpolice.org>; Paul Haugen <phaugen@germantownwi.gov>; tom.olejniczak@hecl.com <tom.olejniczak@hecl.com>; brad.seubert@hecl.com <brad.seubert@hecl.com>; Scott Anderson <sanderson@germantownwi.gov>; Chief Mike Snow <msnow@germantownpolice.org>; Nathan Schuettpelz - Wachtel Tree Science <NateS@wachteltree.com>; Kevin Driscoll <kdriscoll@Germantownwi.gov>; Justin Brandt <jbrandt@safebuilt.com>; safe built-Alan Inspector <aschmuck@safebuilt.com>; nschuettpelz@gmail.com <nschuettpelz@gmail.com>; bstemple@wachteltree.com <bstemple@wachteltree.com>; Bob Beilfuss <flashthunder506easy@gmail.com>
Cc: Jeff Retzlaff <jretzlaff@germantownwi.gov>; Jordan Yanke <jyanke@germantownwi.gov>
Subject: RE: Staff Review - Plan Commission November 11th - Harter's Lakeside Disposal CUP

Item 1 – HARTERS – Need to maintain agreed access shown in Blue to NE interceptor. This was agreed to do to no access for the infrastructure shown in orange ellipse.

Item 2- no issues

Timothy K. Zimmerman
Superintendent of Wastewater Utility/Recycling Coordinator
Village of Germantown
N122 W17177 Fond du Lac Ave.
PO Box 337
Germantown, WI 53022
Office – 262-253-7765
Fax - 262-250-4703
After Hours Emergencies – 262-253-7780
tzimmerman@germantownwi.gov

“THE DIFFERENCE BETWEEN GENIUS AND STUPIDITY IS THAT GENIUS HAS IT’S LIMITS” – Albert Einstein

From: Debbie Remich <dremich@germantownwi.gov>
Sent: Wednesday, September 11, 2024 11:58 AM
To: Matthew Mortwedt <mmortwedt@germantownwi.gov>; John Delain <jdelain@germantownwi.gov>; Chief Mike

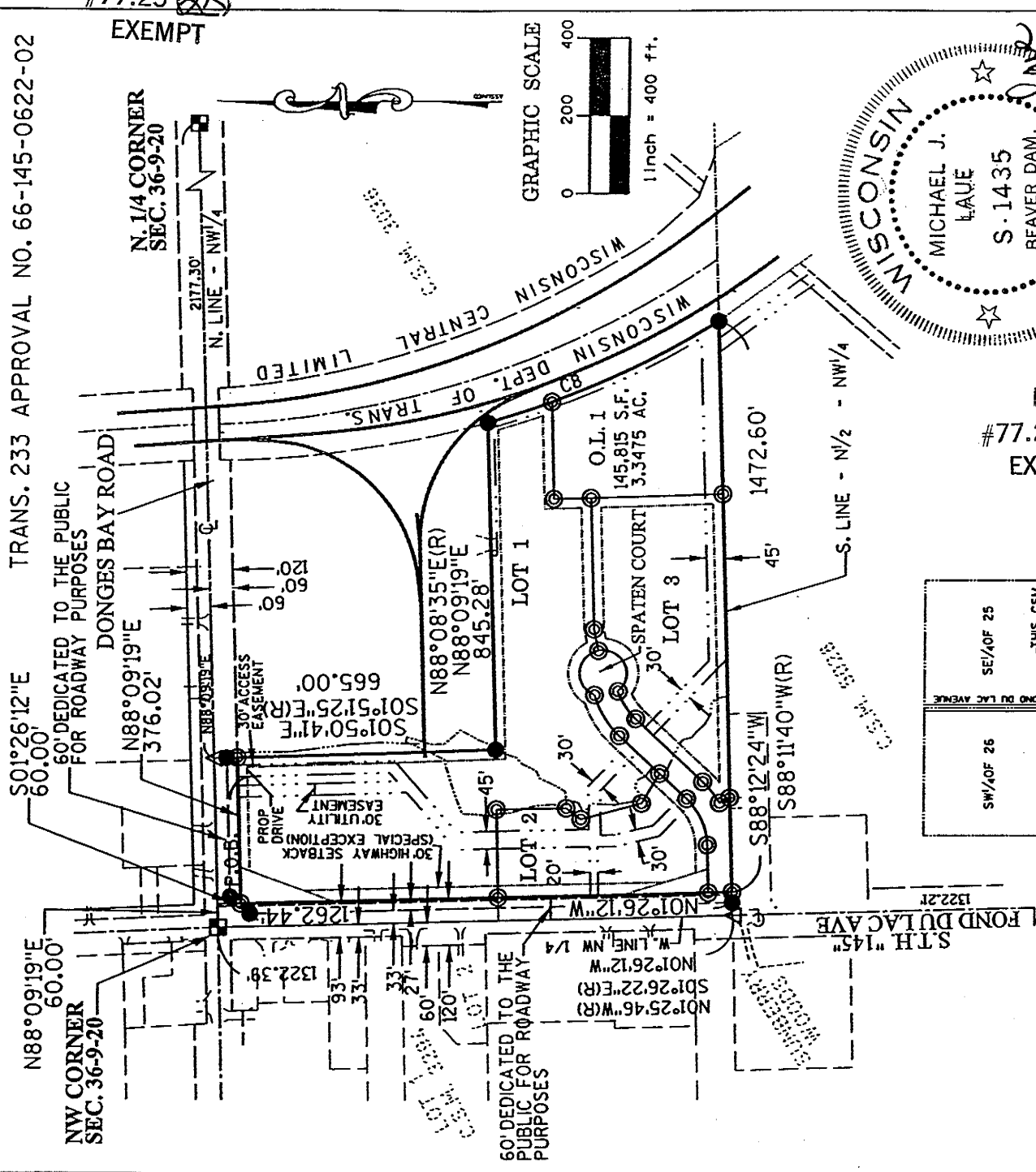
Return to:

VILLAGE OF GERMANTOWN
N112 W17001 MEQUON ROAD
P.O. BOX 337
GERMANTOWN, WI 53022-0337

COPY

PROJECT # 2239902	SCALE: 1" = 400 FEET	CLIENT: SKYLINE DEVELOPMENT CORP.
SHEET # 1 OF 6	DRAWN BY AB	
DWG: CSM.DGN	CHECKED BY MJL	
SURVEYOR: MICHAEL J. LAUE MSA PROFESSIONAL SERVICES, INC. 111 WARREN STREET BEAVER DAM, WI 53916 (920) 887-4242	MSA PROFESSIONAL SERVICES BEAVER DAM, WI 53916 © 2000 MSA PROFESSIONAL SERVICES	
WASHINGTON COUNTY CERTIFIED SURVEY MAP #		

A PART OF THE NW 1/4 AND NE 1/4 OF THE NW 1/4 OF SECTION 36,
TOWN 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN,
WASHINGTON COUNTY, WISCONSIN



W. 1/4 CORNER
SEC. 36-9-20
SETBACKS
FOND DU LAC AVE. -
30' (SPECIAL EXCEPTION)
SPATEN COURT - 30'
SIDE - 25'
REAR - 25'

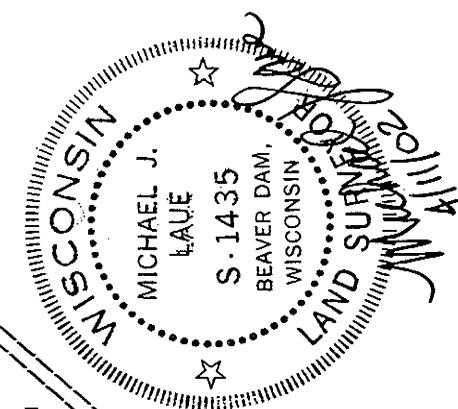
NAVIGABLE STREAM - 75'
WETLANDS - 25'
LEGEND
SECTION LINE
CENTERLINE
ADJOINING PARCEL
UTILITY/ACCESS EASE.
RAILROAD TRACK
WETLAND
NAVIGABLE STREAM
SETBACK LINE

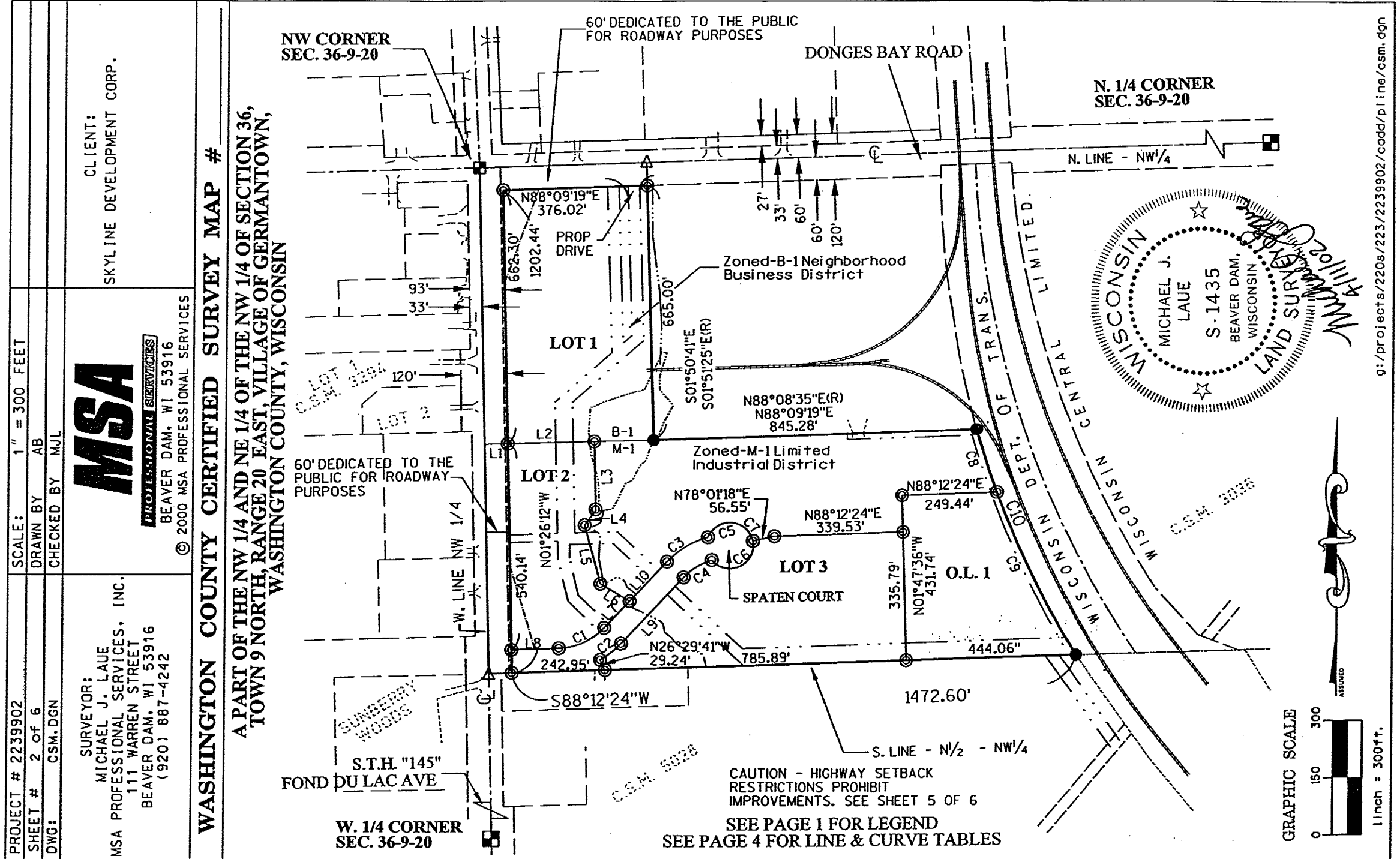
LOCATION MAP
SW 1/4 OF 25
SE 1/4 OF 25
NW 1/4 OF 36
NE 1/4 OF 35
FOND DU LAC AVE.
DONGES BAY ROAD
THIS CSM
FD. BRASS CAP
IN CONCRETE
FOUND IRON PIPE
SET PK NAIL
SET 1-1/4" (O.D.) BY 18"
IRON PIPE-1.13 LBS./FT.
RECORDED
INFORMATION

NOTES:
WETLANDS DELINEATION AND REPORT COMPLETED IN
OCTOBER OF 1998 BY JAMES A. REINARTZ, OF
WETLAND ECOLOGY AND RESTORATION CONSTRUCTION.
20' WIDE WISCONSIN GAS CO. EASEMENT LIES WITHIN
EASTERLY RIGHT-OF-WAY LINE OF FOND DU LAC AVE.
CAUTION - HIGHWAY SETBACK RESTRICTIONS PROHIBIT
IMPROVEMENTS. SEE SHEET 5 OF 6
SEE PAGE 4 OF 6 FOR CURVE TABLE

AREA
LOTS 999,189 S.F. - 22,9383 AC.
ROW 151,342 S.F. - 3,4743 AC.
TOTAL 1,150,531 S.F. - 26,4126 AC.

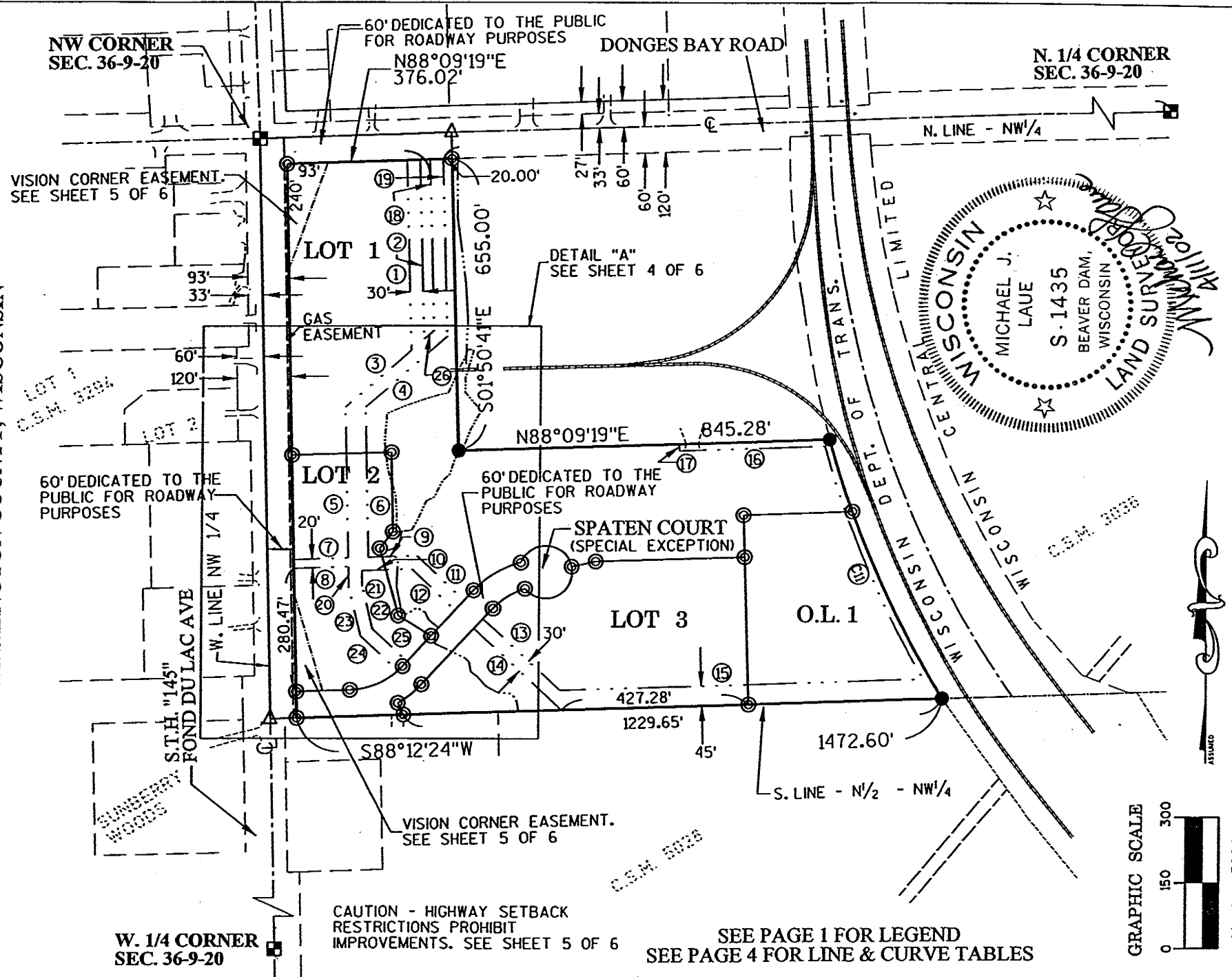
FEE
#77.25 (2R)
EXEMPT





PROJECT # 2239902	SCALE: 1" = 300 FEET	CLIENT: SKYLINE DEVELOPMENT CORP.
SHEET # 3 OF 6	DRAWN BY AB	
DWG: CSM.DGN	CHECKED BY MJL	
MSA PROFESSIONAL SERVICES BEAVER DAM, WI 53916 © 2000 MSA PROFESSIONAL SERVICES		
SURVEYOR: MICHAEL J. LAUE MSA PROFESSIONAL SERVICES, INC. 111 WARREN STREET BEAVER DAM, WI 53916 (920) 887-4242		
WASHINGTON COUNTY CERTIFIED SURVEY MAP #		

A PART OF THE NW 1/4 AND NE 1/4 OF SECTION 36,
TOWN 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN,
WASHINGTON COUNTY, WISCONSIN



PROJECT # 2239902
SHEET # 4 of 6
DWG: CSM.DGN

SCALE: 1" = 400 FEET
DRAWN BY AB
CHECKED BY MJL

SURVEYOR:
MICHAEL J. LAUE
MSA PROFESSIONAL SERVICES, INC.
111 WARREN STREET
BEAVER DAM, WI 53916
(920) 887-4242

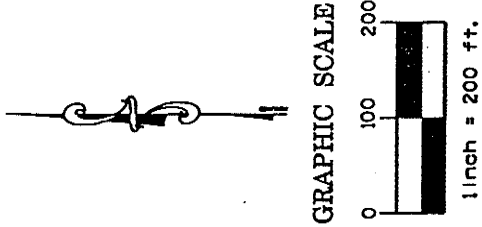
MSA
PROFESSIONAL SERVICES

BEAVER DAM, WI 53916
© 2000 MSA PROFESSIONAL SERVICES

CLIENT:
SKYLINE DEVELOPMENT CORP.

WASHINGTON COUNTY CERTIFIED SURVEY MAP #

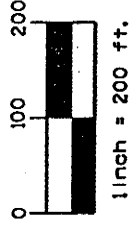
A PART OF THE NW 1/4 AND NE 1/4 OF THE NW 1/4 OF SECTION 36,
TOWN 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN,
WASHINGTON COUNTY, WISCONSIN



WETLANDS
LINE TABLE

NO.	BEARING	DIST
TIE	S80°29'32"E	7.30'
W1	N01°45'39"E	40.00'
W2	N04°16'09"W	46.00'
W3	N17°13'55"W	39.30'
W4	N14°20'22"W	24.38'
W5	N06°52'29"W	58.10'
W6	N03°28'14"E	66.72'
W7	N67°29'44"E	41.88'
W8	N70°50'42"E	45.25'
W9	N72°44'05"E	38.40'
W10	N78°33'53"E	22.31'
W11	N24°57'50"E	79.06'
W12	N22°14'02"E	31.20'
W13	S74°29'09"E	14.01'
W14	S16°44'05"W	65.81'
W15	S00°32'47"E	32.56'
W16	S40°55'11"E	54.94'
W17	S28°18'53"W	54.61'
W18	S19°58'44"W	43.81'
W19	S40°24'11"W	27.92'
W20	S18°34'55"W	36.72'
W21	S47°16'48"W	21.20'
W22	S26°38'47"W	42.05'
W23	S64°23'00"W	20.85'
W24	S24°15'10"W	45.00'
W25	S30°12'07"W	30.00'
W26	S82°55'18"W	36.00'

GRAPHIC SCALE



UTILITY/ACCESS
BASEMENT LINE TABLE

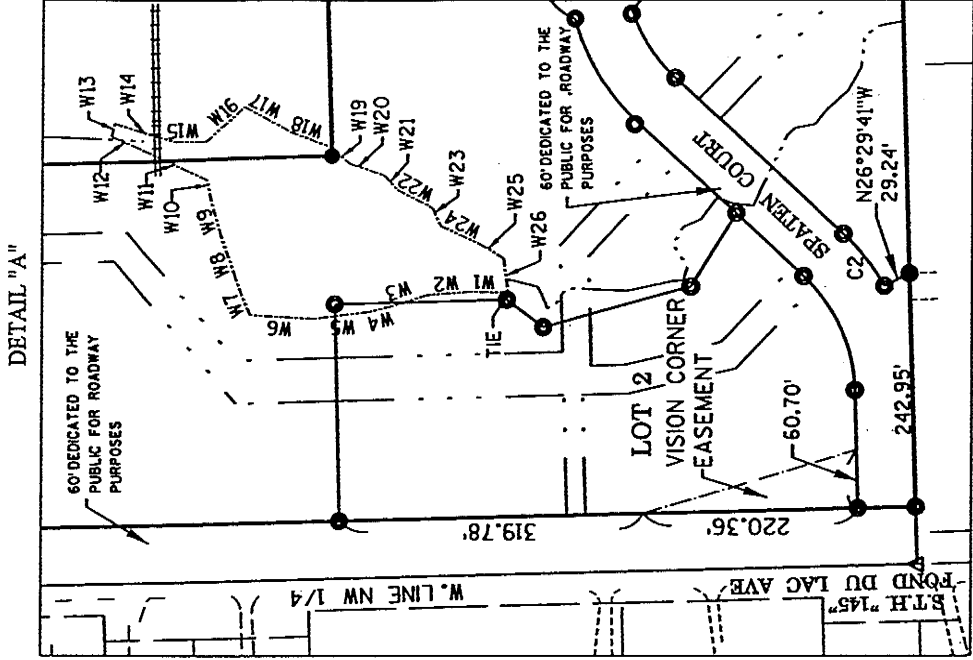
NO.	BEARING	DIST
1	S01°50'41"E	432.58'
2	S01°50'41"E	408.03'
3	S48°51'39"W	196.11'
4	S48°51'39"W	245.18'
5	S01°26'12"E	345.29'
6	S01°26'12"E	343.38'
7	S88°12'24"W	125.21'
8	S88°12'24"W	125.21'
9	S88°12'24"W	110.76'
10	S88°12'24"W	113.52'
11	S46°47'36"E	149.26'
12	S46°47'36"E	138.84'
13	S46°47'36"E	236.87'
14	S46°47'36"E	270.51'
15	N88°12'24"E	831.26'
16	N88°09'19"E	330.95'
17	N01°50'41"W	15.00'
18	S01°50'41"E	389.21'
19	S01°50'41"E	403.43'
20	S01°26'12"W	48.29'
21	S01°26'12"W	35.27'
22	S13°37'52"W	100.40'
23	S13°37'52"W	112.54'
24	S46°47'36"E	116.54'
25	S46°47'36"E	108.28'
26	S48°51'39"W	29.72'

LINE TABLE

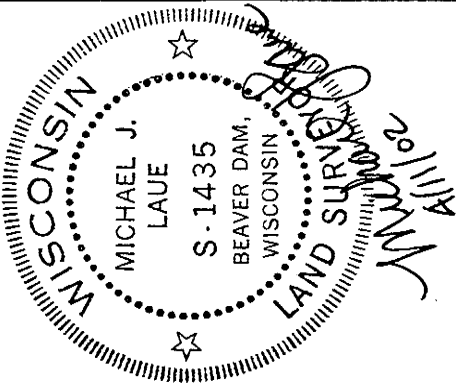
LINE	BEARING	DIST
L1	S88°33'48"W	60.00
L2	S88°33'48"W	226.16
L3	S01°26'12"E	181.28
L4	S37°04'08"W	47.67
L5	S15°21'43"E	159.36
L6	S59°11'45"E	89.07
L7	S43°12'24"W	95.65
L8	S88°12'24"W	123.05
L9	S43°12'24"W	237.62
L10	S43°12'24"W	141.97

CURVE TABLE

CURVE	LENGTH	DELTA	RADIUS	DIRECTION	CHORD	TANGENTS
C1	133.52'	45°00'00"	170.00'	S65°42'24"W	130.11'	N88°12'24"E S43°12'24"W
C2	69.01'	17°11'27"	230.00'	N51°58'07"E	68.75'	N60°23'51"E S43°12'24"W
C3	124.78'	31°05'05"	230.00'	S58°44'56"W	123.26'	N43°12'24"E S74°17'29"W
C4	85.45'	28°48'01"	170.00'	S57°36'24"W	84.56'	N43°12'24"E S72°00'24"W
C5	153.95'	147°00'53"	60.00'	N85°29'13"W	115.06'	N21°00'21"E N11°58'46"W
C6	159.61'	152°24'57"	60.00'	N64°13'42"E	116.54'	S39°33'50"E S11°58'46"E
C7	313.56'	299°25'50"	60.00'	N09°16'45"W	60.52'	S39°33'50"E N21°00'21"E
C8	173.65'	04°21'38"	2281.71'	S17°55'15"E	173.61'	S15°44'26"E N20°06'04"W
C9	474.43'	11°54'48"	2281.71'	S26°03'28"E	473.58'	S20°06'04"E N32°00'52"W
C10	648.08'	16°16'26"	2281.71'	S23°52'39"E	645.91'	S15°44'26"E N32°00'52"W
C11	580.23'	14°28'30"	2296.71'	S23°52'39"E	578.69'	S16°02'01"E N30°30'31"W



SEE PAGE 1 FOR LEGEND



LOT TABLE

LOT	SQ. FT.	ACRES
LOT 1	521,549	11.9731
LOT 2	124,434	2.8566
LOT 3	207,391	4.7611
O.L. 1	145,815	3.3475
RW	151,342	3.4743
TOTAL	1,150,531	26.4126

SURVEYOR'S CERTIFICATE

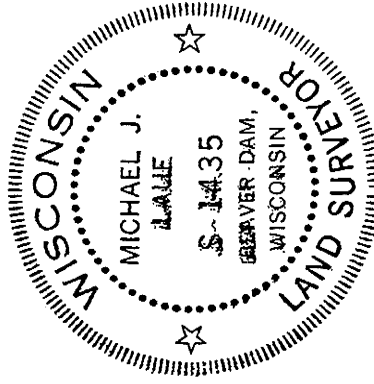
I, Michael J. Laue, Land Surveyor, State of Wisconsin, do hereby certify that by the order of Skyline Development Corporation, I have made a survey of a part of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 36, Town 9 North, Range 20 East, Village of Germantown, Washington County, Wisconsin. The parcel is more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 36; thence, along the North line of the Northwest 1/4 of said Section 36, N.88°09'19"E., 60.00 feet; thence S.01°26'12"E., 60.00 feet to the **POINT OF BEGINNING**; thence S.88°09'19"E., 376.02 feet; thence S.01°50'41"E., 665.00 feet; thence N.88°09'19"E., 845.28 feet; thence Southeasterly along a curve to the left 648.08 feet, said curve has a radius of 2,281.71 feet, a chord bearing S.23°52'39"E., a chord distance of 645.91 feet and a delta angle of 16°16'26", to the South line of the North 1/2 of the Northwest 1/4 of said Section 36; thence, along said South line, S.88°12'24"W., 1472.60 feet; thence N.01°26'12"W., 1262.44 feet to the **POINT OF BEGINNING**.

Said parcel contains 999,189 square feet or 22.9383 total net acres, more or less, and dedicated right-of-way of 151,342 square feet or 3.4743 acres more or less, and a total gross of 1,150,531 square feet or 26.4126 acres, more or less.

The bearings are oriented to the West line of the Northwest 1/4 of Section 36, Town 9 North, Range 20 East which bears N.01°26'12"W. and is referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone.

I, also certify that I have complied with the provisions of Chapter 236 of the revised Wisconsin Statutes and the Land Division Ordinance of the Village of Germantown, Washington County, Wisconsin. I, further certify that the accompanying map is a true and correct representation of the exterior boundaries of the land surveyed according to official records.



Dated this 11 day of April, 2002.



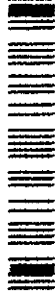
Michael J. Laue, WI Land Surveyor, S-1435
MSA PROFESSIONAL SERVICES
111 Warren Street, Beaver Dam, WI 53916

TRANS 233

All lots and blocks are hereby restricted so that no owner, possessor, user, licensee or other person may have any right or direct vehicular ingress from or egress to any highway lying within the right-of-way of S.T.H. "145" or Fond du Lac Avenue; it is expressly intended that this restriction constitute a restriction for the benefit of the public as provided in s. 236.293. Stats., and shall be enforceable by the department or its assigns. Any access shall be allowed only by exception. Any access allowed by special exception shall be confirmed and granted only through the driveway permitting process and all permits are revocable.

No improvements or structures are allowed between the right-of-way line and the highway setback line. Improvements and structures include, but are not limited to, signs, parking areas, driveways, wells, septic systems, drainage facilities, buildings and retaining walls. It is expressly intended that this restriction is for the benefit of the public as provided in section 236.293, Wisconsin Statutes, and shall be enforceable by the Wisconsin Department of Transportation or its assigns. Contact the Wisconsin Department of Transportation for more information. The phone number may be obtained by contacting the County Highway Department.

No structure or improvement of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height.



Recorded
APR. 22, 2002 AT 09:00AM
DOROTHY C. GUNNING
REGISTER OF DEEDS

OWNER'S CERTIFICATE

Skyline Development Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this map to be surveyed, divided, dedicated, and mapped as represented on this map.

WITNESS:

William Burkhart
William Burkhart, President

STATE OF WISCONSIN)
) SS
WASHINGTON COUNTY)

Personally came before me this 18th day of April, 2002, William Burkhart the above named corporation, to me known to be such President of said corporation, and acknowledged that he executed the foregoing instrument as authorized agent of said corporation, by its authority.

Janice P. Wick
NOTARY PUBLIC, STATE OF WISCONSIN
Janice P. Wick
My commission expires: NOV. 16, 2003

VILLAGE OF GERMANTOWN PLANNING COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Village of Germantown Planning Commission this 8th day of April, 2002.

Charles J. Hargan
Charles J. Hargan, Chairman

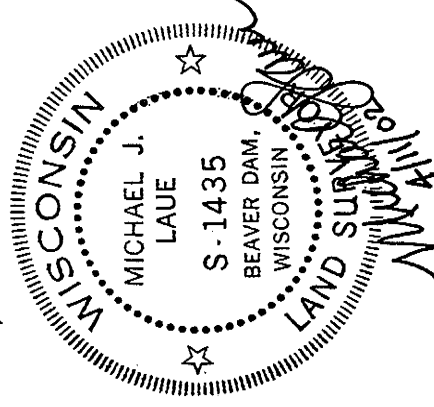
Angela N. Sievert
Angela N. Sievert, Secretary

VILLAGE OF GERMANTOWN BOARD OF APPROVAL

This land division is hereby approved by the Village of Germantown board and the road dedication shown thereon accepted this 16th day of April, 2002.

Charles J. Hargan
Charles J. Hargan, President

Jane A. Wilms
Jane A. Wilms, Village Clerk



CERTIFIED SURVEY MAP NO.

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5464 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.



CAPITOL SURVEY ENTERPRISES
220 REGENCY CT STE 210
BROOKFIELD, WI 53045
PH: (262) 786-6600
WWW.CAPITOLSURVEY.COM

P.O.C.
NW COR.
NW 1/4
SEC. 36-9-20
FND P.K. NAIL
N 445,601.64
E 2,511,026.48

PREPARED FOR:
SKYLINE DEVELOPMENT CORP.
9400 N. 107TH STREET
MILWAUKEE, WI

SEE SHEET 2 FOR LINE AND CURVE TABLE.

SEE SHEET 3 FOR LOT 1 AND MEANDER LINE DETAIL

SEE SHEET 4 FOR EASEMENT DETAIL

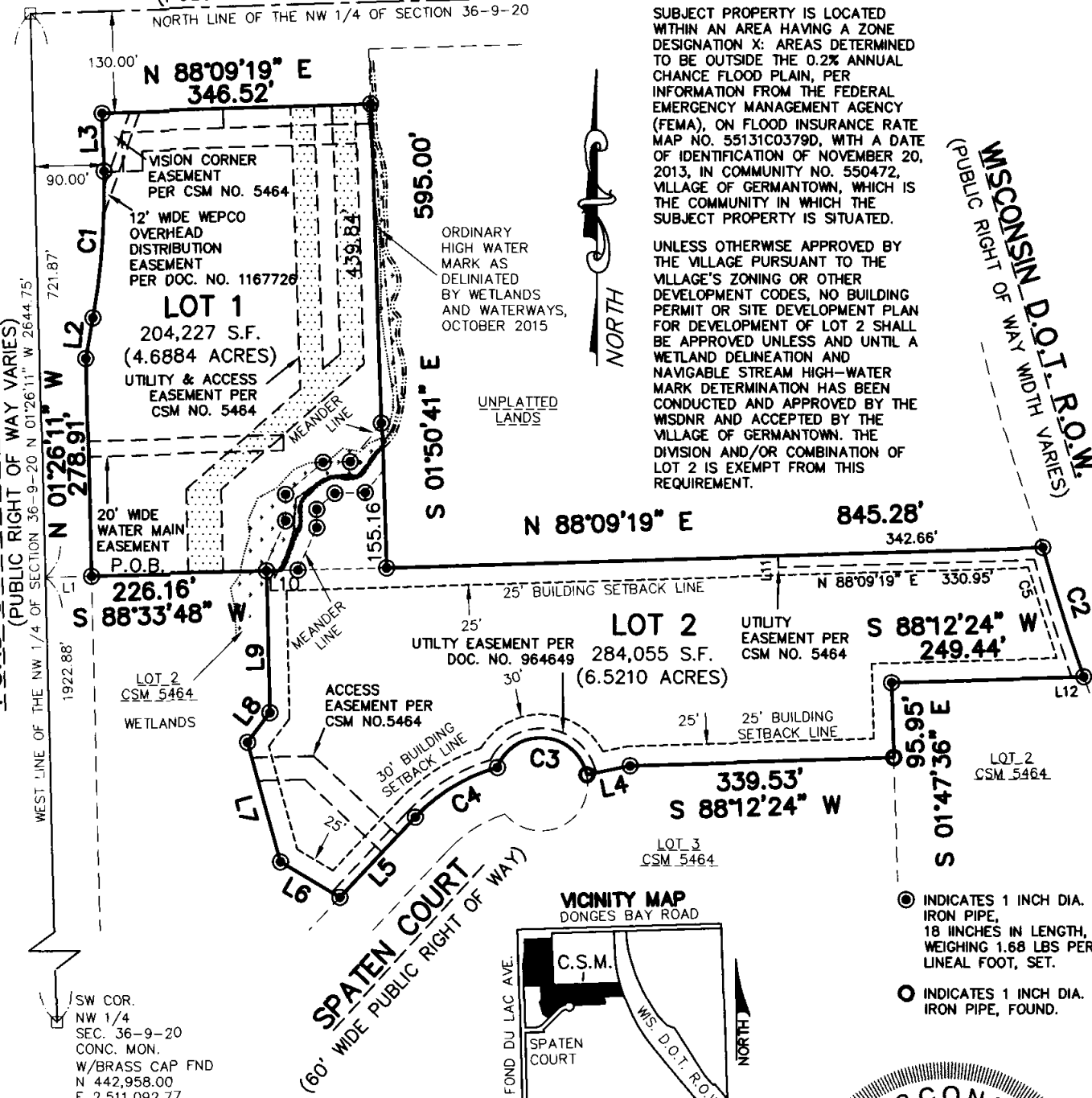
SEE SHEET 5 FOR LOT 2 EASEMENT AND WETLAND DETAIL

DONGES BAY ROAD

(PUBLIC RIGHT OF WAY WIDTH VARIES)

NORTH LINE OF THE NW 1/4 OF SECTION 36-9-20

FOND DU LAC AVENUE (S.T.H. "145")



SUBJECT PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, PER INFORMATION FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 55131C0379D, WITH A DATE OF IDENTIFICATION OF NOVEMBER 20, 2013, IN COMMUNITY NO. 550472, VILLAGE OF GERMANTOWN, WHICH IS THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS SITUATED.

UNLESS OTHERWISE APPROVED BY THE VILLAGE PURSUANT TO THE VILLAGE'S ZONING OR OTHER DEVELOPMENT CODES, NO BUILDING PERMIT OR SITE DEVELOPMENT PLAN FOR DEVELOPMENT OF LOT 2 SHALL BE APPROVED UNLESS AND UNTIL A WETLAND DELINEATION AND NAVIGABLE STREAM HIGH-WATER MARK DETERMINATION HAS BEEN CONDUCTED AND APPROVED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND ACCEPTED BY THE VILLAGE OF GERMANTOWN. THE DIVISION AND/OR COMBINATION OF LOT 2 IS EXEMPT FROM THIS REQUIREMENT.

WISCONSIN D.O.T. R.O.W.
(PUBLIC RIGHT OF WAY WIDTH VARIES)

- INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.68 LBS PER LINEAL FOOT, SET.
- INDICATES 1 INCH DIA. IRON PIPE, FOUND.

ALL BEARINGS REFER TO THE WEST LINE THE NORTHWEST 1/4 OF SECTION 36-9-20, WHICH HAS A BEARING OF N 01°26'11" W.

SUBJECT PROPERTY ZONED: M-1 LIMITED BUSINESS DISTRICT

SETBACKS FOR AREAS ZONE M-1:
FRONT = 30'
SIDES = 25'
REAR = 25'

GRAPHIC SCALE



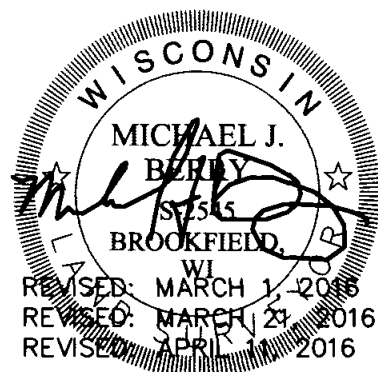
1 inch = 200ft.

THIS INSTRUMENT DRAFTED BY NICHOLAS J. FIRER

1404392



RECORDED
May 06, 2016 10:15 AM
SHARON A MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Recording Fee Paid: \$30.00



Map No. 6684 Vol 51 Page 156

DOC# 1404392

SHEET 1 OF 7

CERTIFIED SURVEY MAP NO. _____

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5464 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) SS
MILWAUKEE COUNTY)

I, MICHAEL J BERRY, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5464 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE S 01°26'11" E 721.87 FEET ALONG THE WEST LINE OF SAID SECTION; THENCE N 88°33'48" E 60.00 FEET TO THE EAST RIGHT OF WAY LINE OF FOND DU LAC AVENUE (ALSO KNOWN AS S.T.H. "145") AND THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE N 01°26'11" W 278.91 FEET; THENCE N 10°15'45" E 53.15 FEET; THENCE 188.92 FEET ALONG THE ARC OF A CURVE, WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 925.00 FEET, AND WHOSE CHORD BEARS N 04°24'52" E 188.59 FEET; THENCE N 01°26'11" W 73.96 FEET TO THE SOUTH RIGHT OF WAY LINE OF DONGES BAY ROAD; THENCE N 88°09'19" E 346.52 FEET ALONG SAID SOUTH LINE; THENCE S 01°50'41" E 595.00 FEET; THENCE N 88°09'19" E 845.28 FEET TO THE WEST LINE OF A WISCONSIN D.O.T. RIGHT OF WAY; THENCE ALONG SAID WEST LINE 173.65 FEET ALONG THE ARC OF A CURVE, WHOSE CENTER LIES TO THE NORTHEAST, WHOSE RADIUS IS 2281.71, AND WHOSE CHORD BEARS S 17°55'15" E 173.61 FEET; THENCE S 88°12'24" W 249.44' FEET; THENCE S 01°47'36" E 95.95 FEET; THENCE S 88°12'24" W 339.53 FEET; THENCE S 78°01'18" W 56.55 FEET TO THE NORTH RIGHT OF WAY LINE OF SPATEN COURT; THENCE ALONG SAID NORTH LINE 153.95 FEET ALONG THE ARC OF A CURVE, WHOSE CENTER LIES TO THE SOUTHWEST, WHOSE RADIUS IS 60 FEET, AND WHOSE CHORD BEARS N 85°29'13" W 115.06 FEET; THENCE CONTINUING ALONG SAID NORTH LINE 124.78 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 230.00 FEET, AND WHOSE CHORD BEARS S 58°44'56" W 123.26 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 43°12'24" W 141.97 FEET; THENCE N 59°11'45" W 89.07 FEET; THENCE N 15°21'43" W 159.36 FEET; THENCE N 37°04'08" E 47.67 FEET; THENCE N 01°26'12" W 181.26 FEET; THENCE S 88°33'48" 226.16 FEET TO THE POINT OF BEGINNING.

CONTAINING: 488,282 SQUARE FEET OR 11.2094 ACRES

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF SKYLINE DEVELOPMENT CORP., OWNER OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE.

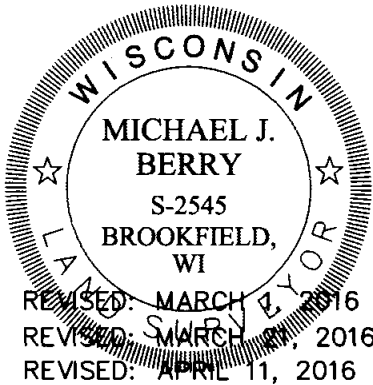
THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE STATUTES OF THE STATE OF WISCONSIN AND CHAPTER 18 OF THE VILLAGE OF GERMANTOWN CODE OF ORDINANCES IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS 5TH DAY OF FEBRUARY, 2016.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 88°33'48" E	60.00'
L2	N 10°15'45" E	53.15'
L3	N 01°26'11" W	73.96'
L4	S 78°01'18" W	56.55'
L5	S 43°12'24" W	141.97'
L6	N 59°11'45" W	89.07'
L7	N 15°21'43" W	159.36'
L8	N 37°04'08" E	47.67'
L9	N 01°26'12" W	181.28'
L10	N 88°33'48" E	18.47'
L11	N 01°50'41" W	15.00'
L12	S 88°12'24" W	15.79'

CURVE TABLE					
CURVE	ARC	RADIUS	BEARING	CHD. LENGTH	DELTA
C1	188.92'	925.00'	N 04°24'52" E	188.59'	11°42'07"
C2	173.65'	2281.71'	S 17°55'15" E	173.61'	04°21'38"
C3	153.95'	60.00'	N 85°29'13" W	115.06'	147°00'41"
C4	124.78'	230.00'	S 58°44'56" W	123.26'	31°05'03"
C5	158.08'	2296.71'	S 18°00'20" E	158.05'	03°56'17"


MICHAEL J. BERRY
PROFESSIONAL LAND SURVEYOR,
S-2545
STATE OF WISCONSIN



map No 4484 Vol 51 page 157

DOC# 1404392

CERTIFIED SURVEY MAP NO.

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5464 THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

LOT 1 DETAIL

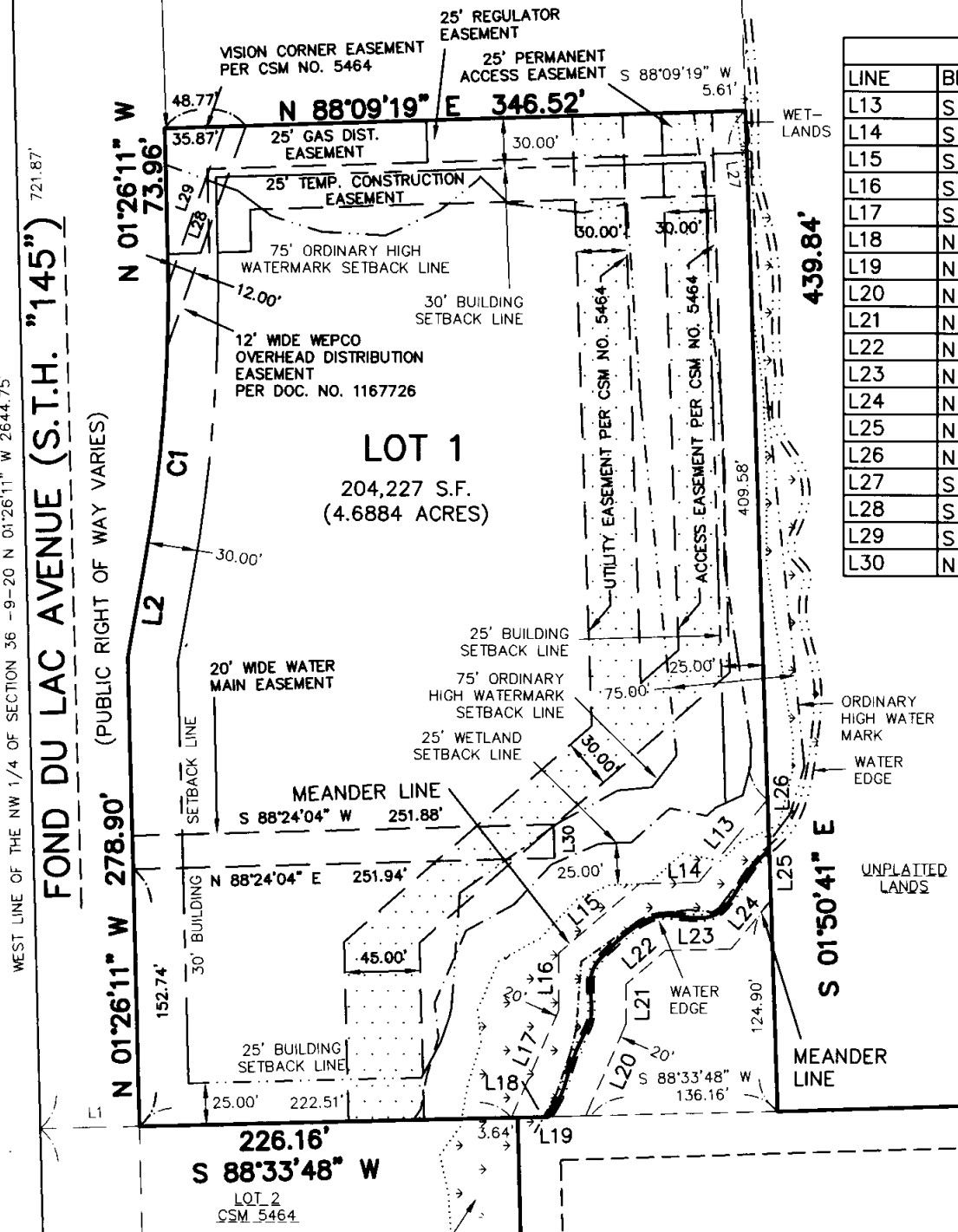


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220 REGENCY CT STE 210
BROOKFIELD, WI 53045
PH: (262) 786-6600
WWW.CAPITOLSURVEY.COM

NW COR.
NW 1/4
SEC. 36-9-20
FND P.K. NAIL
N 445,601.64
E 2,511,026.48

NORTH LINE OF THE NW 1/4 OF SECTION

DONGES BAY ROAD
(PUBLIC RIGHT OF WAY VARIES)

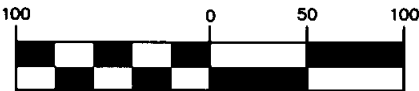


LINE TABLE		
LINE	BEARING	LENGTH
L13	S 39°31'34" W	64.22'
L14	S 88°35'21" W	34.91'
L15	S 49°31'30" W	63.28'
L16	S 00°13'24" W	33.88'
L17	S 23°46'59" W	69.88'
L18	N 88°33'48" E	22.11'
L19	N 88°33'48" E	22.11'
L20	N 23°46'59" E	59.38'
L21	N 00°13'24" E	23.86'
L22	N 49°31'30" E	30.73'
L23	N 88°35'21" E	38.98'
L24	N 39°31'34" E	37.06'
L25	N 01°50'41" W	30.26'
L26	N 01°50'41" W	30.26'
L27	S 08°02'20" E	51.98'
L28	S 19°41'28" W	100.07'
L29	S 19°41'28" W	40.08'
L30	N 01°35'56" W	20.00'

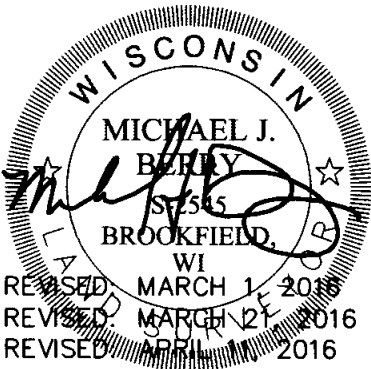


SEE SHEET 2 FOR PROPERTY LINE
AND CURVE TABLE
SEE SHEET 4 FOR NORTH LINE
EASEMENT DETAIL
SEE SHEET 5 FOR WETLAND AND
LOT 2 EASEMENT DETAIL

GRAPHIC SCALE



1 inch = 100 ft.



THIS INSTRUMENT DRAFTED BY NICHOLAS J. FIRER

SHEET 3 OF 7

Map No 4484 Vol 51 Page 158

DOC# 1404392

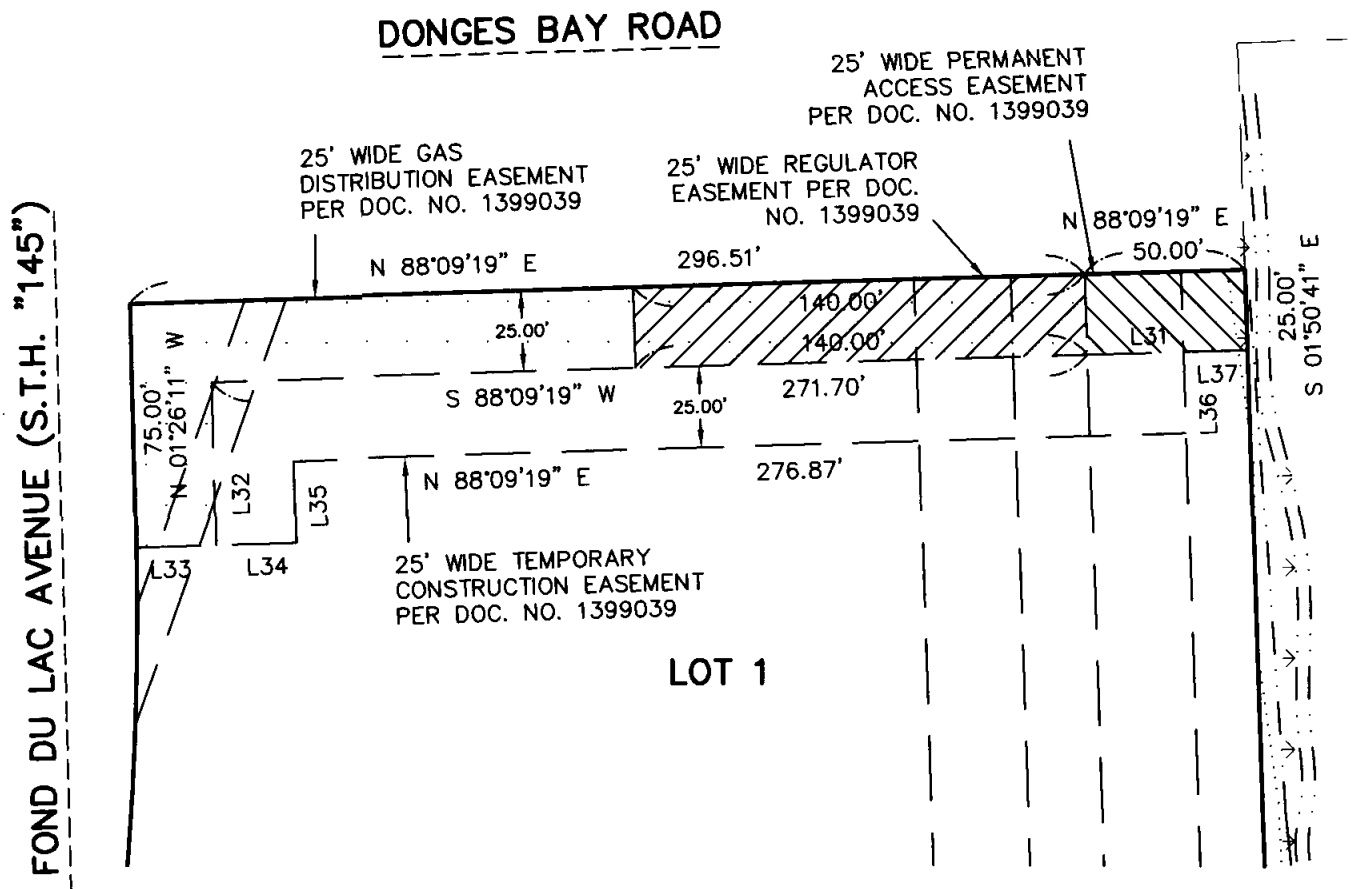
CERTIFIED SURVEY MAP NO.

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5464 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

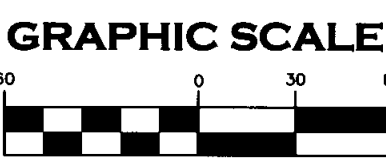
CSE

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220 REGENCY CT STE 210
BROOKFIELD, WI 53045
PH: (262) 786-6600
WWW.CAPITOLSURVEY.COM

NORTH LINE EASEMENT DETAIL



LINE TABLE		
LINE	BEARING	LENGTH
L31	S 88°09'19" W	50.00'
L32	S 01°26'11" E	50.00'
L33	S 88°09'19" W	25.00'
L34	N 88°09'19" E	25.00'
L35	N 01°26'11" W	25.00'
L36	N 01°50'41" W	25.00'
L37	N 88°09'19" E	20.00'



1 inch = 60 ft.

WISCONSIN
MICHAEL J. BERRY
S 545
BROOKFIELD, WI

REVISED: MARCH 2, 2016
REVISED: MARCH 2, 2016

Map No 1404392 10151 Page 159

DOC# 1404392

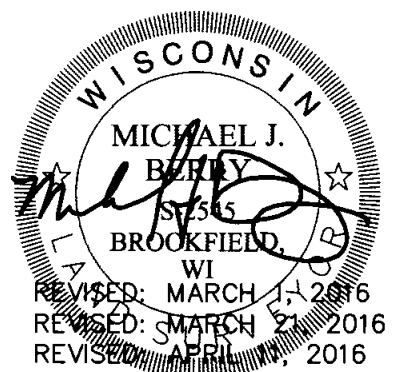
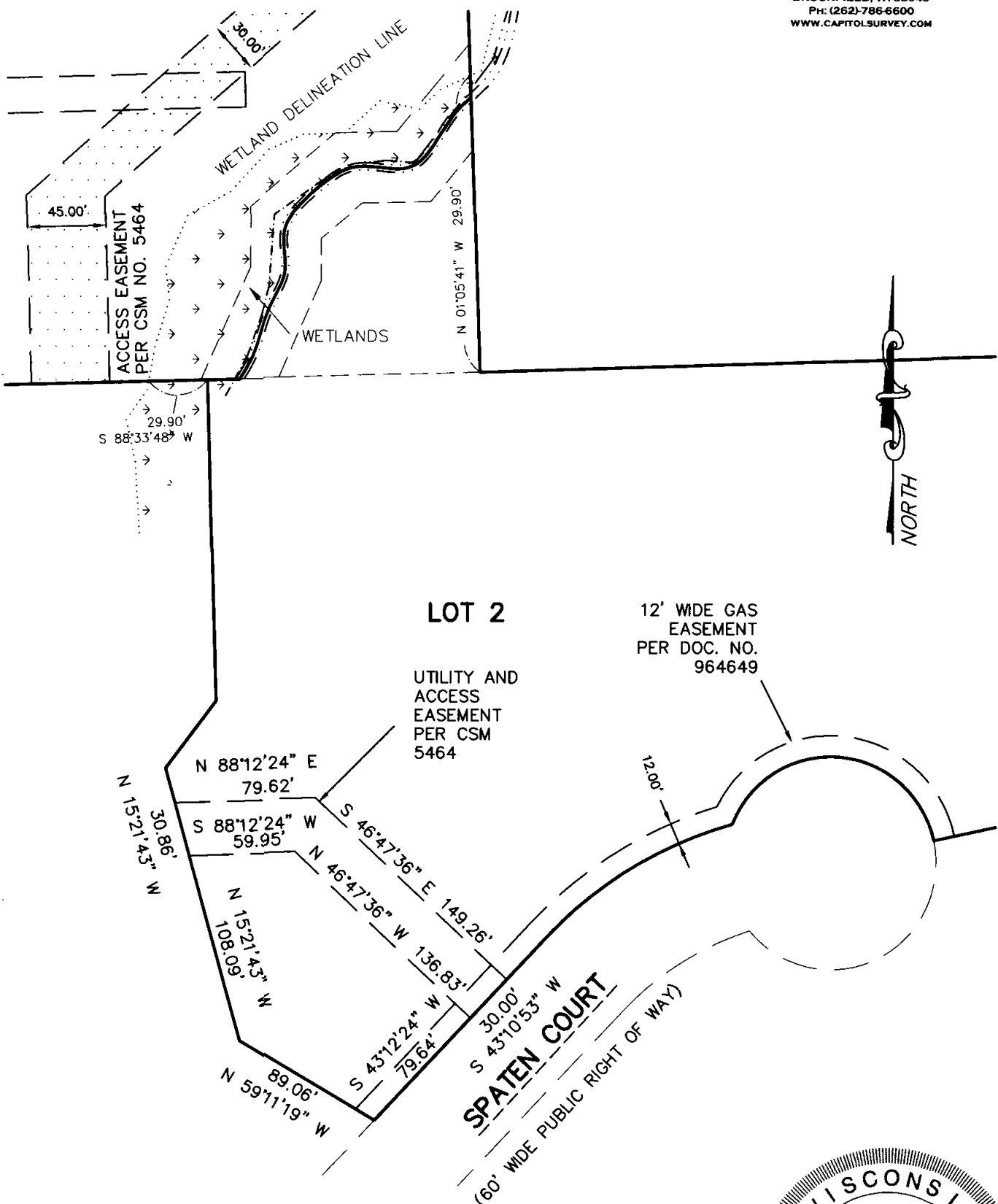
CERTIFIED SURVEY MAP NO. _____

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5464 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

LOT 2 EASEMENT AND WETLANDS DETAIL



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THIS INSTRUMENT DRAFTED BY NICHOLAS J. FIRER

SHEET 5 OF 7

Map No 6684 Vol 51 Page 140

DOC# 1404392

CERTIFIED SURVEY MAP NO. _____

PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5464 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

SKYLINE DEVELOPMENT CORP., A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS MAP, AND SUBMITTED TO THE VILLAGE OF GERMAN TOWN AS REQUIRED IN ACCORDANCE WITH THE ORDINANCES OF THE VILLAGE OF GERMAN TOWN.

IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY WILLIAM SCOTT BURKHART, ITS REGISTERED AGENT, AT Milwaukee, WISCONSIN, THIS 27 DAY OF April, 2016.

W.S. Burkhart

WILLIAM SCOTT BURKHART, REGISTERED AGENT

STATE OF WISCONSIN)
~~WAUKESHA~~ COUNTY) SS
Milwaukee

PERSONALLY CAME BEFORE ME THIS 27 DAY OF April, 2016 WILLIAM SCOTT BURKHART, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Patricia L. Sievers

NOTARY PUBLIC Patricia L. Sievers
STATE OF WISCONSIN
MY COMMISSION EXPIRES: 11/06/2016

CONSENT OF CORPORATE MORTGAGE

BMO BANK, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE ABOVE CERTIFICATION OF SKYLINE DEVELOPMENT CORPORATION, AS OWNER OF SAID LAND.

IN WITNESS WHEREOF, WISCONSIN PRESERVATION FUND, HAS CAUSED THESE PRESENTS TO BE SIGNED BY Austin Smith, ITS REPRESENTATIVE AND ITS CORPORATE SEAL HEREUNTO AFFIXED, THIS 27 DAY OF April, 2016.

Austin Smith

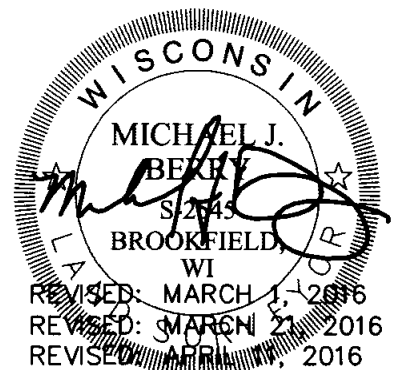
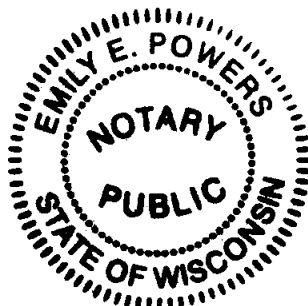
REPRESENTATIVE Austin Smith

STATE OF WISCONSIN)
Waukesha COUNTY) SS

PERSONALLY CAME BEFORE ME THIS 27 DAY OF April, 2016, THE ABOVE NAMED Austin Smith, TO ME KNOWN AS THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Emily E. Powers

NOTARY PUBLIC
STATE OF WISCONSIN
MY COMMISSION EXPIRES: 08/30/2019

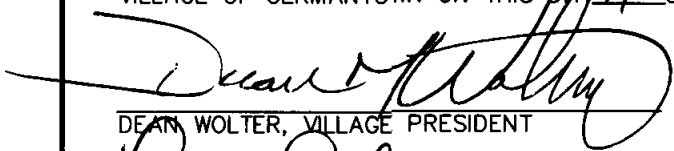


CERTIFIED SURVEY MAP NO.

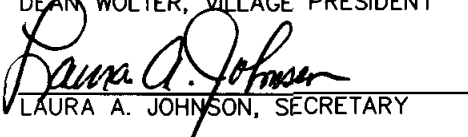
PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5464 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

VILLAGE OF GERMANTOWN PLAN COMMISSION APPROVAL

THIS CERTIFIED SURVEY MAP IS HEREBY APPROVED BY THE PLAN COMMISSION OF THE VILLAGE OF GERMANTOWN ON THIS 14 OF March, 2016.


DEAN WOLTER, VILLAGE PRESIDENT

5-2-16
DATE


LAURA A. JOHNSON, SECRETARY

5-2-16
DATE

VILLAGE OF GERMANTOWN BOARD APPROVAL

THIS CERTIFIED SURVEY MAP, BEING A DIVISION OF PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5464 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 9 NORTH, RANGE 20 EAST, VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, HAVING BEEN APPROVED BY THE PLANNING COMMISSION BEING THE SAME, IS HEREBY APPROVED AND ACCEPTED BY THE VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF GERMANTOWN ON THIS 18th DAY OF April, 2016.


DEAN WOLTER, VILLAGE PRESIDENT

5-2-16
DATE


BARBARA GOECKNER, VILLAGE CLERK

5-2-16
DATE



REVISED CONDITIONAL USE PERMIT (CUP) & SITE PLAN APPLICATION

8/8/16 Plan Commission Meeting

Skyline Development Corp. / Sports Specialists of Milwaukee Inc.

Village Planner Report

Germantown, Wisconsin

Summary

Skyline Development Corp, agent for Sports Specialists of Milwaukee Inc., property owner, is seeking approval of revisions to Conditional Use Permit (CUP) No. 04-16 and the approved Site Plan for a 32,000 sqft warehouse distribution and office building on the 4.7-acre parcel located at N104 W13885 Donges Bay Road in the Germantown Business Park.

Property Location: N104 W13885 Donges Bay Road

Applicant/

Property Owner: Mike Krenz
Skyline Development Corp.
9400 N. 107th St
Milwaukee, WI 53224

Current Zoning: M-1: Limited Industrial District

Adjacent Land Uses		Zoning
North	Residential & Institutional	Rs-4 & I
South	Industrial	M-1
East	Industrial	M-1
West	Commercial & Residential	B-3 & Rs-4



Background/Proposal

Skyline Development Corp, agent for Sports Specialists of Milwaukee Inc., property owner, is seeking approval of revisions to the previously approved Conditional Use Permit (CUP) and Site Plan for a 32,000 sqft warehouse distribution and office building on a 4.7-acre parcel located on Donges Bay Road @ STH145/Fond du Lac Avenue in the Germantown Business Park (approved by the Plan Commission and Village Board in April 2016).

Sports Specialists is distributor of approximately 30,000 different fishing tackle and related items in the upper Midwest. Sports Specialists relocated to Germantown in 1993 to their existing facility in the Germantown Industrial Park. Sports Specialists has outgrown their existing location and have acquired the Donges Bay Road parcel in order to develop a facility. Sports Specialists estimates the new facility will eventually employ up to 24 employees.

Proposal: REVISED Conditional Use Permit (CUP)

The applicant has submitted proposed revisions to Conditional Use Permit (CUP) No. 04-16 that was approved in April given additional development that wasn't included in the original proposal nor reflected in the approved Mitigation Plan. *NOTE: a CUP is needed because a portion of the development is proposed within the Village's 25' wetland and 75' navigable water setback areas that are associated with the unnamed navigable stream that meanders across the north and east sides of the property.*

As shown in the revised Mitigation Plan (dated August 5, 2016), all of the proposed development activity occurring within the 25' and 75' setback areas is associated with the access driveway and parking areas on the north and east side of the parcel. In the original site plan, the "future" parking area north of the building expansion area was not included as an encroachment into the setbacks nor accounted for in the mitigation area. Now, the Applicant wants to include this area and reflect it in the mitigation plan so there are no issues in the future if/when the building is expended and/or "future" parking area installed.

The original amount of development "encroachment" into the setback areas totaled 17,960 sqft. Now, as a result of the additional "future" parking area north of the building and a minor shift of the main driveway (see explanation below), there is additional encroachment into the wetland and navigable stream setbacks for a revised total of encroachment area of 33,860 sqft. However, due to some of the encroachment being "vertical" development (> 3' grade change) with a higher compensation ratio of 2:1, the total amount of area requiring compensation totals 43,020 sqft.

In addition to the amount of encroachment that needs to be compensated, the location of where the actual mitigation is proposed is also changing. In the original Mitigation Plan, compensation was provided in an area totaling 19,500 sqft lying along the east property line within and around portions of the navigable water setback area. Compensation was to be provided in the form of: (1) invasive species removal and eradication; and (2) planting native prairie vegetation comprised of a native prairie seed mix and species-appropriate ornamental trees. This part of the Mitigation Plan has not changed.

However, because there is no other area within the Sports Specialist property to adequately provide the additional mitigation required, the 23,900 sqft additional amount of compensation is proposed to be located “off-site” on portions of the two adjacent parcels to the south (both currently owned by Skyline Development).

As shown in Exhibit 1b and explained in the revised Mitigation Plan, compensation for the additional 23,900 sqft of encroachment will be provided in a 27,100 sqft mitigation area that wraps around the wetlands and navigable stream located on portions of the two parcels that lie south of and adjacent to the Sport Specialists property (as shown on Exhibit 1b and in the “Wetland Conservancy Exhibit”). The Applicant is not proposing to do any actual mitigation to compensate for the additional setback encroachment (only identifying an off-site area where compensatory mitigation could be provided).

As part of a revised Mitigation Plan that now includes “off-site” mitigation, i.e. on land owned by some entity other than Sports Specialists and not the same land upon which the setback encroachments occur, the Applicant is proposing to create a “mitigation easement” on the adjacent parcels consistent with the legal description and hatched area shown on the “Wetland Conservancy Exhibit”.

Proposal: REVISED Site Development Plan

As shown in the revised site plan (Sheet C1.00), the proposed changes to the original and approved site plan are:

1. A minor shift of the main driveway further east into the site from Donges Bay Road; and, as a result;
2. A widened median area between the east parking area and shifted driveway (8' to 25 wide); and
3. An additional dumpster enclosure (located adjacent to the east side of the building near the dock doors).

As explained by the Applicant in a July 6 letter, the owner wants to increase the width of the median area in order to increase the buffer between the parking area and driveway in order to accommodate additional landscaping to help screen the parking area (although no additional landscaping is proposed at this time). The additional dumpster enclosure is intended for pallets. All other aspects of the approved site and building plans, including the amount of landscaping within the widened median area, remain unchanged.

Staff Comments

25' Wetland & 75' Navigable Water Setback CUP

Staff's has concerns with the proposal to compensate for encroachments into the setback areas on one parcel by creating “off-site” mitigation areas on two other parcels.

First, because the “off-site” mitigation proposal is born out of necessity (apparently there isn’t any more land area available on the Sports Specialists parcel for on-site mitigation), doing so suggests that maybe too much development is proposed for the Sports Specialists parcel. Second, this proposal for off-site mitigation is somewhat of a “kick-the-can-down-the-road” situation with respect to knowing what, if any, impact the mitigation areas will have on future development of the two adjacent (and currently vacant) parcels. As shown in the Wetland Conservancy Exhibit, the proposed mitigation area wraps around the wetland and stream areas that exist on the adjacent parcels. In addition to the 25’ wetland and 75’ navigable setbacks that would have to be met on those parcels, the mitigation area may further restrict the amount and/or location of development on those parcels; something that won’t be known until those parcels are also proposed for some specific development. Unlike the CUP provisions built into the Shoreland-Wetland Zoning Code that allow development in a setback area, the Code does not make provisions for subsequent development within a mitigation area. Since the off-site mitigation area for the Sports Specialists parcel is located on the adjacent parcels, AND, encompasses almost all of the 25’ wetland and 75’ navigable water setback areas on the adjacent parcels, the ability for the future owners of those parcels to possibly develop inside the setback areas is effectively foreclosed. *(NOTE: mitigation in the form of invasive species eradication and seeding with wetland-supportive prairie grass within a setback area does not meet the definition of “development” and, therefore, would not require that separate CUP’s be issued to the two mitigation area parcels to the south).*

The second concern is access and maintenance of the mitigation area. While it is/would be a lot easier to maintain something on one’s own property, the ability to do so on someone else’s property if/when required may be an issue. Obviously, this concern can be addressed with sufficient forethought with an easement agreement that assigns such responsibility up front. However, as discussed above, the Applicant is not proposing to do any actual mitigation in this area; only identifying it as an off-site area where compensatory mitigation could be provided. This too, is a concern. What’s the point of identifying a mitigation area if no actual compensatory mitigation activity is implemented? Staff is of the opinion that not performing some significant type and amount of mitigation activity does not meet neither the requirement nor intent of the code that allows encroachment into a setback area in exchange for some form of mitigation to further enhance or protect the adjacent wetlands and/or navigable water. For this reason, staff is recommending that the CUP be revised to include an additional requirement that compensation within the off-site mitigation area must be provided in the form of: (1) invasive species removal and eradication; and (2) the planting of native prairie vegetation comprised of a native prairie seed mix and matting in those portions of the off-site mitigation area where invasive vegetation has been removed. This is the same type of mitigation being provided on the Sports Specialists property.

The third concern is the easement agreement itself. Despite having been advised accordingly, the Applicant has not yet provided an easement agreement for the Village to review. As a result, we do not know if or how the Applicant proposes to address issues such as access to and maintenance of the mitigation areas.

Finally, as was the case with the original mitigation plan, staff supports proposed mitigation that includes the removal of invasive species and the planting/restoration of native prairie vegetation in the disturbed setback areas. However, success of the native grass plantings and invasive plant removal depends on monitoring of the actions taken.

Consequently, the owner should be required to prepare and submit an annual monitoring report to the Village documenting all management activities, the success of those management activities, and any corrective actions needed to ensure success of the mitigation plan for a minimum of three (3) years after initial implementation.

VILLAGE PLANNER RECOMMENDATION

APPROVE a REVISED Conditional Use Permit to allow development within the 25' wetland and 75' navigable water setback areas and proposed compensation as presented in the Wetland Mitigation Plan (dated August 5, 2016) pursuant to Section 24.04 of the Shoreland-Wetland Zoning Code and subject to the following conditions:

1. The owner shall prepare and submit an annual monitoring report to the Village and local DNR staff concerning the various management activities proposed in the plan, including the planting/restoration of native vegetation. Said report shall, at a minimum, detail the type and amount of plantings, all activities carried out in the previous year and the observed success of all previous activities, recommendations for new or different activities needed to ensure success of the mitigation measures and management activities to be carried out, and a list of planned activities for the upcoming year. Said report shall be submitted annually at the end of each year beginning in 2017 for a period of three (3) years.
2. The owner/applicant shall prepare an appropriate easement and easement agreement document to be revised and approved by the Village Attorney prior to review and final action by the Village Board. At a minimum, said easement agreement shall address the issue of access to and maintenance of the mitigation areas created on the affected parcels; and the future use and prohibition of development within the mitigation areas.
3. The Mitigation Plan shall be further revised to include the following compensatory mitigation activities within the 27,100 sqft "off-site" mitigation area: (1) invasive species removal and eradication; and (2) the planting of native prairie vegetation comprised of a native prairie seed mix and matting in those portions of the off-site mitigation area where invasive vegetation has been removed. Said revised Mitigation Plan shall be submitted to the Village Planner for approval prior to review and final action by the Village Board.

Village Planner Recommendation

APPROVE the REVISED site development plan for the proposed 32,000 sqft warehouse distribution and office building for Sports Specialists of Milwaukee Inc. located at N104 W13885 Donges Bay Road in the Germantown Business Park subject to the following conditions:

1. This approval is subject to all of the conditions and requirements set forth herein and adopted by the Plan Commission. Approval is granted for the site development plan (Sheet C1.00) dated stamped "received" August 3, 2016 unless superseded by subsequent plan sheets approved by the Village Planner pursuant to revisions required herein and/or by the Plan Commission.



Village of Germantown Willkommen

Fee must accompany application

- ☐ \$700 Minor Addition
- ☐ \$1,240 Construction <10,000 SF
- ☐ \$2,095 Construction 10,000 SF to 50,000
- ☐ \$3,460 Industrial Construction >50,000 SF
- ☐ \$3,460 Commercial Construction >50,000 SF
- ☐ \$200 Plan Commission Consultation
- ☐ \$125 Fire Department Plan Review

PAID h.

DATE

7-19-16

SITE PLAN REVIEW APPLICATION

Pursuant to Section 17.43 of the Municipal Code

Please read and complete this application carefully. All applications must be signed and dated.

1

APPLICANT OR AGENT

Skyline Development Corp
9400 N. 107th STREET
MILWAUKEE, WI 53224

Phone (414) 384-2880Fax (414) 384-2885E-Mail MRK@skylinecorp.com

PROPERTY OWNER

Sports Specialists of Milwaukee, Inc.
W194 N11604 McCormick Dr
Germantown, WI 53022

Phone (262) 250-1900

Fax () _____

E-Mail Tomducrest@gmail.com

2

PROPERTY ADDRESS

N104 W13885 Donges Bay Rd

3

NEIGHBORING USES – Specify name and type of use, e.g. Enviro Tech – Industrial, Smith – Residential, etc.

North	South	East	West
<u>Residential</u>	<u>Industrial/Vacant</u>	<u>Industrial</u>	<u>Business</u>

4

READ AND INITIAL THE FOLLOWING:

MRK I am aware of the Village of Germantown ordinance requiring fire sprinklers in most new construction.

MRK I understand that all new development is subject to Impact and/or Connection Fees that must be paid before building permits will be issued.

MRK I understand that an incomplete application will be withdrawn from the Plan Commission agenda and that all resubmissions to the Plan Commission are subject to a new application fee.

5

SIGNATURES – ALL APPLICATION MUST BE SIGNED BY OWNER!

Michael Krone 7-15-16

Applicant

Date

Owner

Date



Village of



Germantown

Willkommen

Fee must accompany application

☐ \$1460

☒ Paid

Date

7-19-16

CONDITIONAL USE PERMIT APPLICATION

Pursuant to Section 17.42 of the Municipal Code

Please read and complete this application carefully. All applications must be signed and dated.

1	APPLICANT OR AGENT <u>Skyline Development Corp</u> <u>9400 N. 107th STREET</u> <u>Milwaukee, WI 53224</u> <u>Phone (414) 354-2880</u> <u>Fax (414) 354-2885</u> <u>E-Mail MRK@skylinecorp.com</u>	PROPERTY OWNER <u>Skyline Development Corp</u> <u>9400 N. 107th STREET</u> <u>Milwaukee, WI 53224</u> <u>Phone (414) 354-2880</u>
----------	---	---

2 TO WHOM SHOULD THE PERMIT BE ISSUED?

Skyline Development Corp.

3 PROPERTY ADDRESS

TAX

KEY NUMBER

Spartan Court

GTNV362983

4 DESCRIPTION OF EXISTING OPERATION

Briefly describe the use as it exists today, including use, size, number of employees, hours of operation, etc. If this permit involves new construction, describe the current status of the property, e.g. "vacant." Use additional pages if necessary.

Site is currently "VACANT"

5 DESCRIPTION OF PROPOSED OPERATION

Write the name of the proposed conditional use exactly as it appears in the Municipal Code.

Development with a 25' wetland setback as provided under Section 24.04(3)5

Describe the proposed use, including size, number of employees, hours of operation and extent of any new construction/alterations.

Construction of new 32000 sq. ft. building, Supplier of Out door (Fishing) Equipment

Currently at Greentown Business Park Employees of 24 workers, 7:30-5:00 mon-Fri

6 METES AND BOUNDS LEGAL DESCRIPTION OF PROPERTY – REQUIRED

Attach pages as necessary

7 SUPPORTING DOCUMENTATION:

- ☒ Site Plan and elevations for new construction (can be conceptual)
- ☐ Photos of existing use and/or proposed use operating elsewhere
- ☐ _____
- ☐ _____

8 READ AND INITIAL THE FOLLOWING:

- nk I understand that the Village is under no obligation to issue a Conditional Use Permit and will do so only if the applicant successfully demonstrates that the proposed use is harmonious with the neighborhood and the long range goals of the Village.
- nk I will notify the Village if any aspects of the conditional use changes. I understand that failure to do so may result in the revocation of the CUP.
- nk I understand that a Conditional Use Permit is valid only if the conditions and restrictions of the permit are met. I understand that failure to comply with any aspect of the permit may result in revocation.

9 SIGNATURES – ALL APPLICATIONS MUST BE SIGNED BY OWNER!

Michael Krueger 7-15-16

Applicant

Date

Owner

Date



July 6th, 2016

Planning Department
Jeffrey Retzlaff
Village Planner & Zoning Administrator
N112 W17001 Mequon Road
Germantown, WI 53022

Re: Sports Specialists of Milwaukee, Inc. & Skyline Development Property – Offsite Mitigation for the new 32,000 Sq. Ft. Facility Located at N104 W13885 Donges Bay Road

Dear Mr. Retzlaff,

This letter is to describe to you the reasons as to why we are presenting/submitting this new mitigation plan and revised site plan for the Sports Specialists Project.

The reasons for this submittal as it relates to the Mitigation plan are as follows:

- 1) - Our client (Sports Specialists) would like to adjust the approved driveway (East of the parking) by moving it further away from the employee parking lot. Current it is 8' between the parking lot and driveway and the client would like it to be 25', narrowing down to 16' at the loading dock. By doing this, it will push the driveway east and more into the buffer zone, creating more area to be mitigated. Moving the driveway, will help make a bigger buffer area for additional landscaping to help screen the parking lot from the driveway.
- 2) – Our client would like to install a second/separate dumpster. The originally approved one would be for pallets, while the second one would be for recycled and waste. Both constructed out of Masonry.
- 3) - Our client would like to have all mitigation to be offsite to help ensure ease of all future development, which would primarily be for the future parking to the north and not place additional restrictions caused by the added mitigated area for moving the driveway.

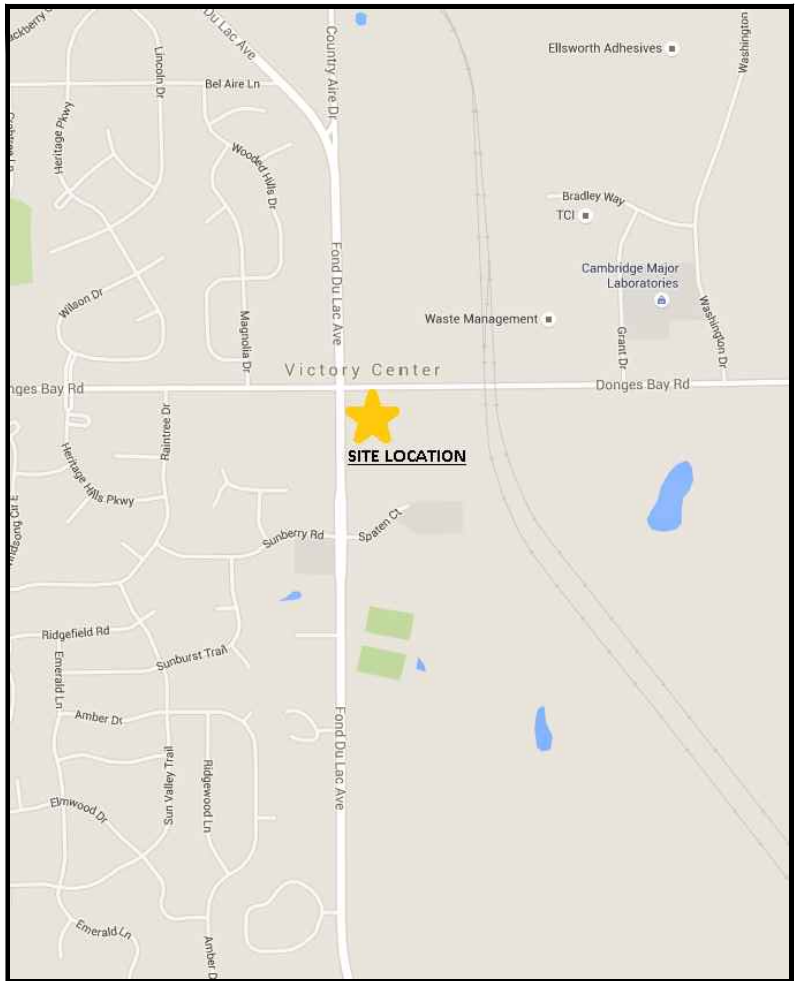
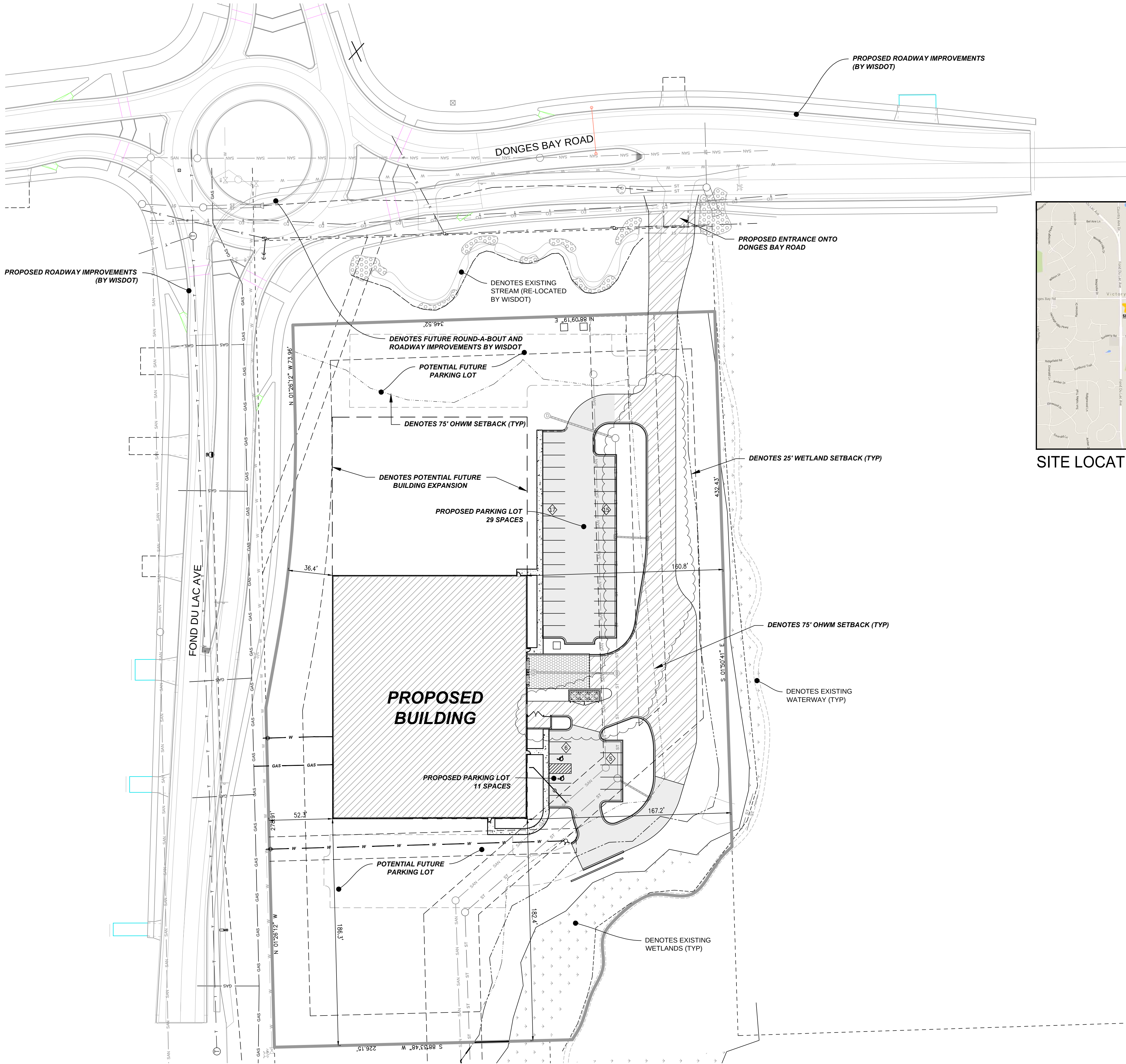
The offsite mitigation area has been located to the south of the Sports Specialists site (between Spaten Court and the Wetland Island) and will be on Skyline Developments current property, which Skyline has agreed to designate for the mitigation for this project and possible future projects.

If you have any questions, please feel free to give me a call to discuss.

Sincerely,

SKYLINE DEVELOPMENT CORP.

Michael Krenz
Project Manager



SITE LOCATION MAP

SITE ZONING AND LOCATION TABLE	
PROPERTY LOCATION:	DONGES BAY ROAD & FOND DU LAC AVENUE, GERMANTOWN, WI
EXISTING ZONING:	B1
PROPOSED ZONING:	M1 - LIMITED INDUSTRIAL
ZONING SETBACKS:	
BUILDING SETBACK:	30 FEET (DONGES BAY ROAD) 30 FEET (FOND DU LAC AVE) 25 FEET (SIDE & REAR YARD)
PROPERTY OWNER:	SPORTS SPECIALISTS
PROPOSED USAGE:	WAREHOUSE

SITE CALCULATION TABLE	
SITE DATA:	
TOTAL SITE AREA	4.69 AC
TOTAL DISTURBED AREA	2.80 AC
EXISTING IMPERVIOUS AREA	0.00 AC
PROPOSED IMPERVIOUS AREA	1.59 AC
PROPOSED GREENSPACE	3.10 AC
PROPOSED GREENSPACE %	66%
MAXIMUM LOT COVERAGE ALLOWED	75%
BUILDING DATA:	
BUILDING FOOTPRINT	32,000 GROSS FT2
GROUND FLOOR WAREHOUSE	26,209 NET FT2
OFFICE AREA (FINISHED SPACE)	4,661 NET FT2
MEZZANINE LEVEL WAREHOUSE	7,578 NET FT2
PRIMARY FLOOR AREA (FOR PARKING)	3,994 NET FT2
PARKING DATA:	
PROPOSED REGULAR PARKING SPACES	41
PROPOSED HANDICAP PARKING	2
PROPOSED TOTAL PARKING	43
REQUIRED PARKING (1/500 FT2 PRIMARY FLOOR AREA)	8 SPACES
EXPECTED EMPLOYEES	24

CIVIL SHEET INDEX:	
C1.00	SITE PLAN - OVERALL
C1.01	SITE PLAN - DETAILED SOUTH
C1.02	SITE PLAN - DETAILED NORTH
C1.03	GRADING PLAN - DETAILED SOUTH
C1.04	GRADING PLAN - DETAILED NORTH
C1.05	EROSION CONTROL PLAN
C1.06	EXISTING SURVEY
C5.00	CONSTRUCTION DETAILS

UTILITY LEGEND	
SYMBOL	DESCRIPTION
W	EXISTING WATER MAIN
W	PROPOSED WATER SERVICE
E	EXISTING ELECTRICAL LINE
E	PROPOSED ELECTRICAL LINE
GAS	EXISTING GAS MAIN
GAS	PROPOSED GAS MAIN
SAN	EXISTING SANITARY SEWER
SAN	PROPOSED SANITARY SEWER
ST	EXISTING STORM SEWER
ST	PROPOSED STORM SEWER
OHW	OVERHEAD WIRES
W	EXISTING POWER POLES
W	EXISTING LIGHT POLES
S	SANITARY MANHOLE
W	FIRE HYDRANT
W	EXISTING WATER VALVE
W	PROPOSED WATER VALVE
W	EXISTING STORM STRUCTURE
W	PROPOSED STORM STRUCTURE
W	DENOTES EMERGENCY OVERFLOW ROUTE / DRAINAGE PATH
W	PROPOSED & EXISTING SPOT GRADE



IN ACCORDANCE WITH WISCONSIN STATUTE 182.0175, DAMAGE TO TRANSMISSION FACILITIES, EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF ANY EXCAVATION REQUIRED TO PERFORM WORK CONTAINED ON THESE DRAWINGS, AND FURTHER, EXCAVATOR SHALL COMPLY WITH ALL OTHER REQUIREMENTS OF THIS STATUTE RELATIVE TO EXCAVATOR'S WORK.

SPORTS SPECIALISTS

CONSTRUCTION SET

DATE: JUNE 9, 2016



GERMANTOWN, WI

Revisions	
05-31-2016	REVISIONS PER OWNER COMMENTS
06-09-2016	WE ENERGIES COORDINATION
08-01-2016	REVISIONS PER OWNER COMMENTS

SCALE: 1" = 40'

Site Plan - Overall

2016-04-21 CD's

Project No.
15-1170.00

Sheet No.

C1.00

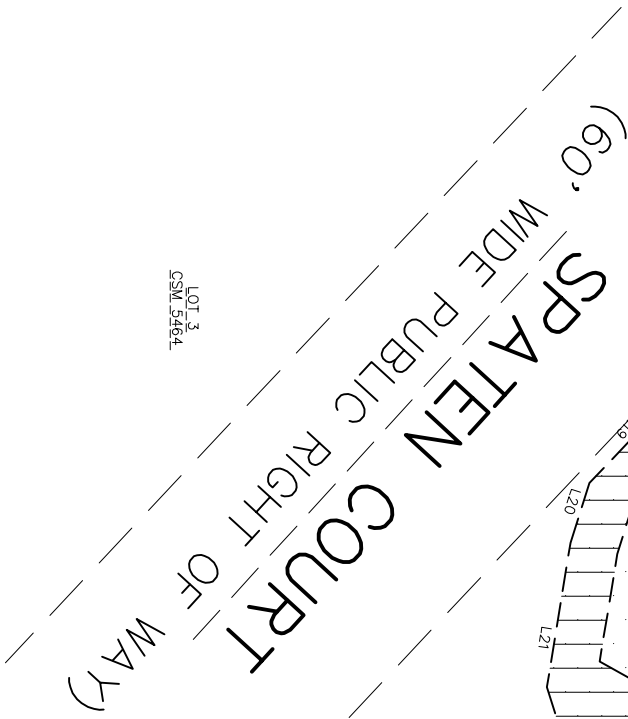
CAPITOL SURVEY ENTERPRISES
220 REGENCY CT. STE. 210
BROOKFIELD, WI 53045
PH: (262) 786-6600
FAX: (414) 786-6608
WWW.CAPITOLSURVEY.COM

CONTAINING 204,227 SQUARE FEET OR 4.6884 ACRES

LEGAL DESCRIPTION

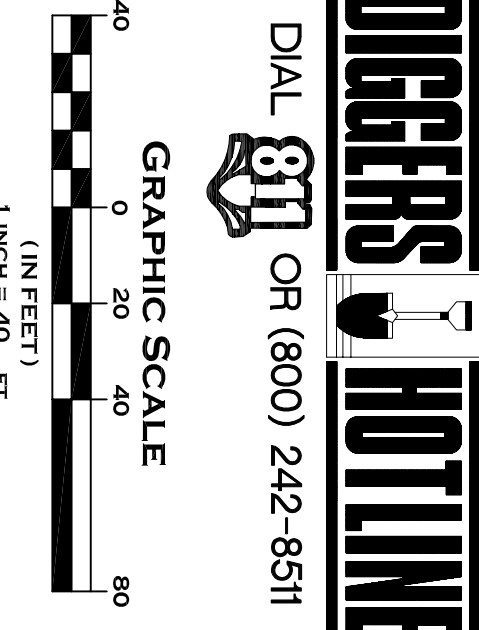
(PUBLIC RIGHT OF WAY VARIES)

LINE	BEARING	LENGTH
21	N 09°14.1' E	30.47
22	N 17°37.2' E	176.61
23	N 35°58.0' E	59.40
24	N 35°58.0' E	59.40
25	N 35°15.6' E	113.74
26	N 50°22.0' E	50.58
27	N 18°27.9' E	22.23
28	N 04°54.0' E	33.37
29	S 85°45.5' E	256.00
30	N 24°31.0' E	28.47
31	N 22°36.2' E	48.60
32	N 70°41.0' E	28.47
33	N 04°34.0' E	48.62
34	S 89°31.4' E	37.68
35	S 89°31.4' E	37.68
36	S 88°55.1' E	38.98
37	S 48°31.0' E	30.53
38	S 10°31.5' E	23.86
39	S 23°46.9' E	59.38
40	N 88°33.48' E	22.11



ONE (1) YEAR FR

MICHAEL J. BERRY, R.L.S.
REGISTERED LAND SURVEYOR S-2545



www.DiggersHotline.com

OR (800) 242-8511

GRAPHIC SCALE

1 INCH = 40 FT.

14. THERE IS NO RECORD OF ANY OFFSITE EASEMENTS SERVING SUBJECT PROPERTY.

[illegible]

FOR

GERMANTOWN, WI

By: NJF

DATE: **AUGUST 2, 2016**

BY:

MJB

DRAWING NO. P-2

August 5, 2016

Jeffrey W. Retzlaff, AICP
Village Planner & Zoning Administrator
N112 W17001 Mequon Road
Germantown, Wisconsin 53022

RE: Sports Specialists of Milwaukee, Inc.
N104 W13885 Donges Bay Rd.
Germantown, WI 53022

Dear Mr. Retzlaff:

As you may know, Sports Specialists would like to construct a new 32,000 +/- SF Office/Warehouse/Distribution facility within the Village boundaries. Specifically, the proposed site is at the southeast corner of the intersection of West Donges Bay Rd. and Fond Du Lac Avenue.

Skyline Development Corporation- the developer of record for this proposed facility- has avoided wetland impacts and has substantially minimized encroaching into the required 25' wetland setback with impervious surfaces and structures resulting from the proposed development. However, due to the constraints of the site, and the desire to conceal the loading and refuse areas of this project from the public view (Donges Bay and Fond du Lac frontages), Skyline is seeking a Conditional Use Permit (CUP) for encroachments into the identified wetland setback. Skyline Development Corporation has minimized vertical development encroachments to the fullest extent practicable while still serving the needs of the proposed development. The remaining proposed encroachments will serve to improve the wetland setbacks by removing exotic and invasive plants, and establishing native plant communities.

Mitigation Plan Narrative

This Mitigation Plan Narrative (the "Narrative") will summarize the mitigation practices provided for the wetland setback areas located on the proposed 5.02 acre site. The setback requirements follow the recent guidelines as defined by the Village of Germantown Shoreland & Wetland Zoning Ordinance. The setback areas for proposed mitigation for this project include:

- o 25' Wetland setback with 1:1 mitigation for horizontal development
- o 25' Wetland setback with 2:1 mitigation for vertical development 3' (or more)
- o 75' Ordinary High Water Mark (OHWM) Setback
- o Disturbance for future parking at north lot line (13,500 SF; assumed to be 8,000 SF vertical)

4715 James Avenue
Racine, Wisconsin 53402

ph 262 639 9733
fx 262 639 9737

david@wdavidheller.com
www.wdavidheller.com

These areas are graphically depicted on the attached Exhibit 1 (dated 2016-06-27) attached hereto. Exhibit 1 is entitled "Sports Specialists Mitigation Disturbance Exhibit".

Exhibit 1: Ordinary High Water Setback Disturbance

The total area of disturbance within the 75' OHWM / 25' wetland setback area is identified on Exhibit 1.

- o The total wetland/OHWM setback area being disturbed = 19,500 SF
- o The total future parking at north lot line being disturbed = 13,500 SF

The proposed encroachments located in the 75' OHWM and 25' wetland setback area are the result of the location of the main access drive (off of Donges Bay Rd.) along the eastern portion of the site. This drive will serve as the only entry/egress to the site for both truck and automobile traffic. Approximately 18,340 SF of the total encroachment is the result of grading activity (less than 3' of grade change) for the proposed access drive, curbing, and grading activities.

Additionally, approximately 1,160 SF of the total encroachment is the result of grading, curbing and paving activities (greater than 3' of grade change).

The following table summarizes the proposed encroachments and compensation ratios required by the Village of Germantown:

ENCROACHMENT TYPE	EAST ENCROACHMENT AREA (SF)	NORTH ENCROACHMENT AREA (SF)	COMPENSATION RATIO	COMPENSATION AREA (SF)
Structures and impervious surfaces- <i>horizontal development</i>	19,200 SF	5,500 SF	1:1	24,700 SF
Structures and impervious surfaces- <i>vertical development</i>	1,160 SF	8,000 SF	1:2	18,320 SF
TOTAL	20,360 SF	13,500 SF		43,020 SF
Total Compensation Area Identified on Exhibit 1				17,100 SF
Total Compensation Area Identified on Exhibit 1b				27,100 SF
Total Mitigated Area Provided				44,200 SF

Compensatory Mitigation Plan

Skyline Development Corporation plans to address the identified mitigation compensation areas (areas identified in red "dots" on the attached Exhibit 1 as follows:

The identified compensation area lies undisturbed at the far eastern portion of the proposed site. Within this area, and beyond the the Exhibit 2 (partial landscape plan) addresses the instructions for this area:

"Remove any noxious and / or invasive species (i.e. Buckthorn, Honeysuckle, Canary grass, Boxelder, and Thistle), and dead shrubs BY HAND METHODS. No mechanical machinery in the

4715 James Avenue
Racine, Wisconsin 53402

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fx 262 639 9737

david@wdavidheller.com
www.wdavidheller.com

setback areas. Restore all hatched areas with Native Prairie Seed Mix and set with erosion matting. Off Site restoration (Native Prairie Seed Mix and erosion matting) shall occur only if the total disturbed areas exceed 15% of the total proposed off site mitigated area. Mitigation occurs in Germantown ordinary high water setback area(s), as well as off-site mitigated area(s) identified in this report."

- Invasive species eradication/control will serve to enhance the quality of vegetative areas adjacent to the existing wetland areas, but allowing the native species to thrive in their natural environment.
- The proposed mitigation area (on the Subject Property only) will be further enhanced with the planting of new, species-appropriate ornamental trees. As depicted on the attached Exhibit 2, the development team proposes the installation of five (5) ornamental trees. Varieties to include (2) Amelanchier spp. (Serviceberry) and (3) Crataegus spp. (Hawthorn). These trees are to be installed at a height of 8.0' at the time of installation. Additional landscape materials are to be installed along the north side disturbance area. See Exhibit 2 (dated 7/26/2016) for details.

The areas of horizontal and vertical disturbances- as identified on the attached Exhibit 1- are to be restored in the following manner:

- Area of horizontal disturbance (dark green shading on Exhibits 1 & 1a): all areas to be seeded with a native prairie seed mix, and matted (seed protection and erosion control) with a lightweight accelerated photodegradable polypropylene netting encasing a straw fill.
- The total proposed seeded and matted area in the horizontal and vertical disturbance is approximately 4,950 SF.
- An area approximately 1,070 SF in size near the proposed edge of pavement and adjacent to the proposed retaining wall, will be restored in a bluegrass turf mix (Lawn). Per the proposed landscape drawing set, this area shall be matted (seed protection and erosion control) similarly to the native seed mix area.
- Additionally, the future north parking area is to receive landscaping and seeding (lawn) as noted on Exhibit 2.

For your review and consideration, we offer this Narrative, including Exhibits 1, 1a, 1b and Exhibit 2.

Should you have any questions on any of these materials, I would be happy to speak with you personally. Thank you in advance for your consideration.

Very Truly Yours,



W. David Heller, ASLA

4715 James Avenue
Racine, Wisconsin 53402

ph 262 639 9733
fx 262 639 9737

david@wdavidheller.com
www.wdavidheller.com

Wisconsin Registered Landscape Architect WI- 438-014



View into site from Dongs Bay Road (pre-WIDOT road project)

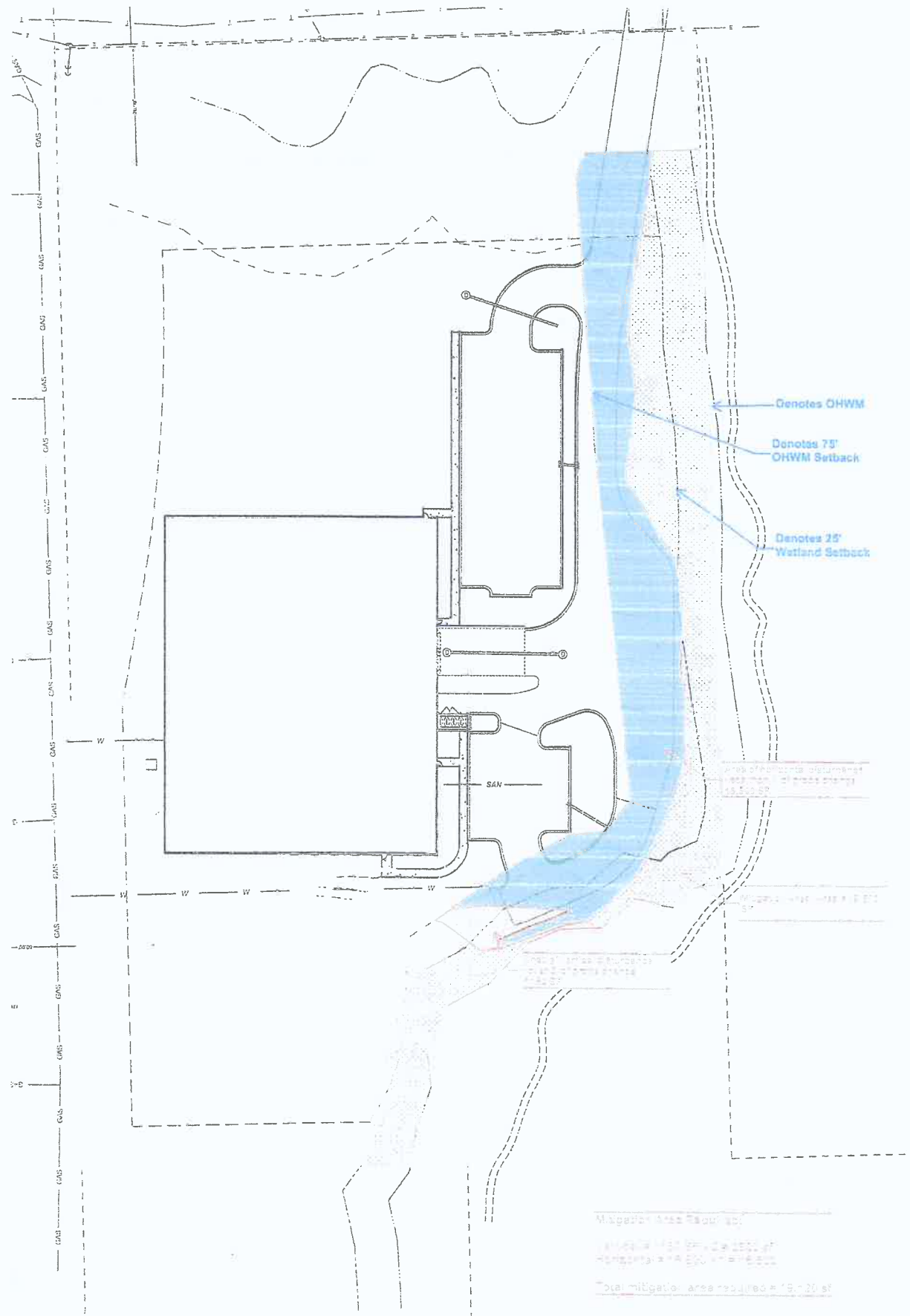


Looking east to wetland area (post WIDOT project)

4715 James Avenue
Racine, Wisconsin 53402

ph 262 639 9733
fx 262 639 9737

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www.wdavidheller.com

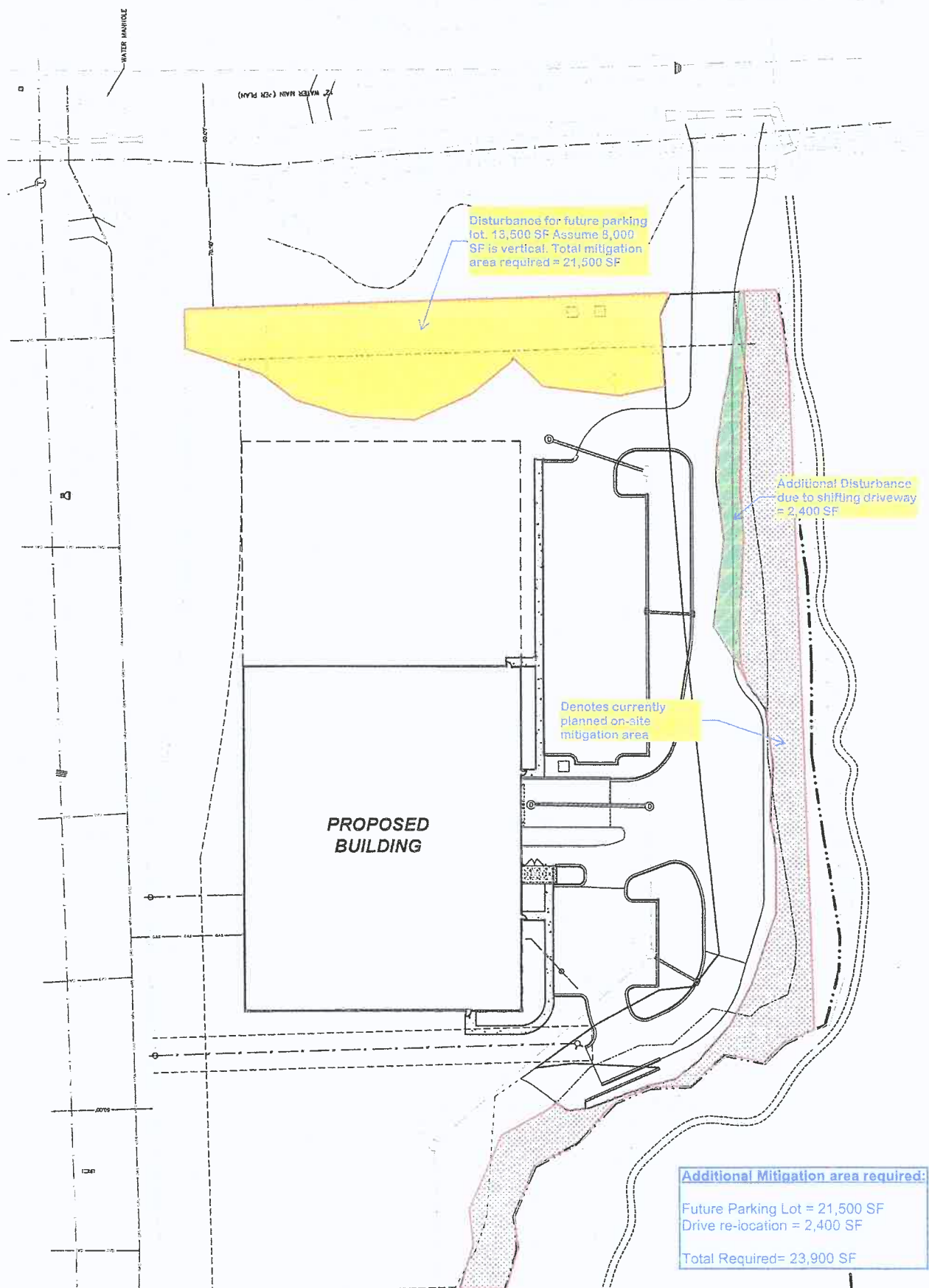


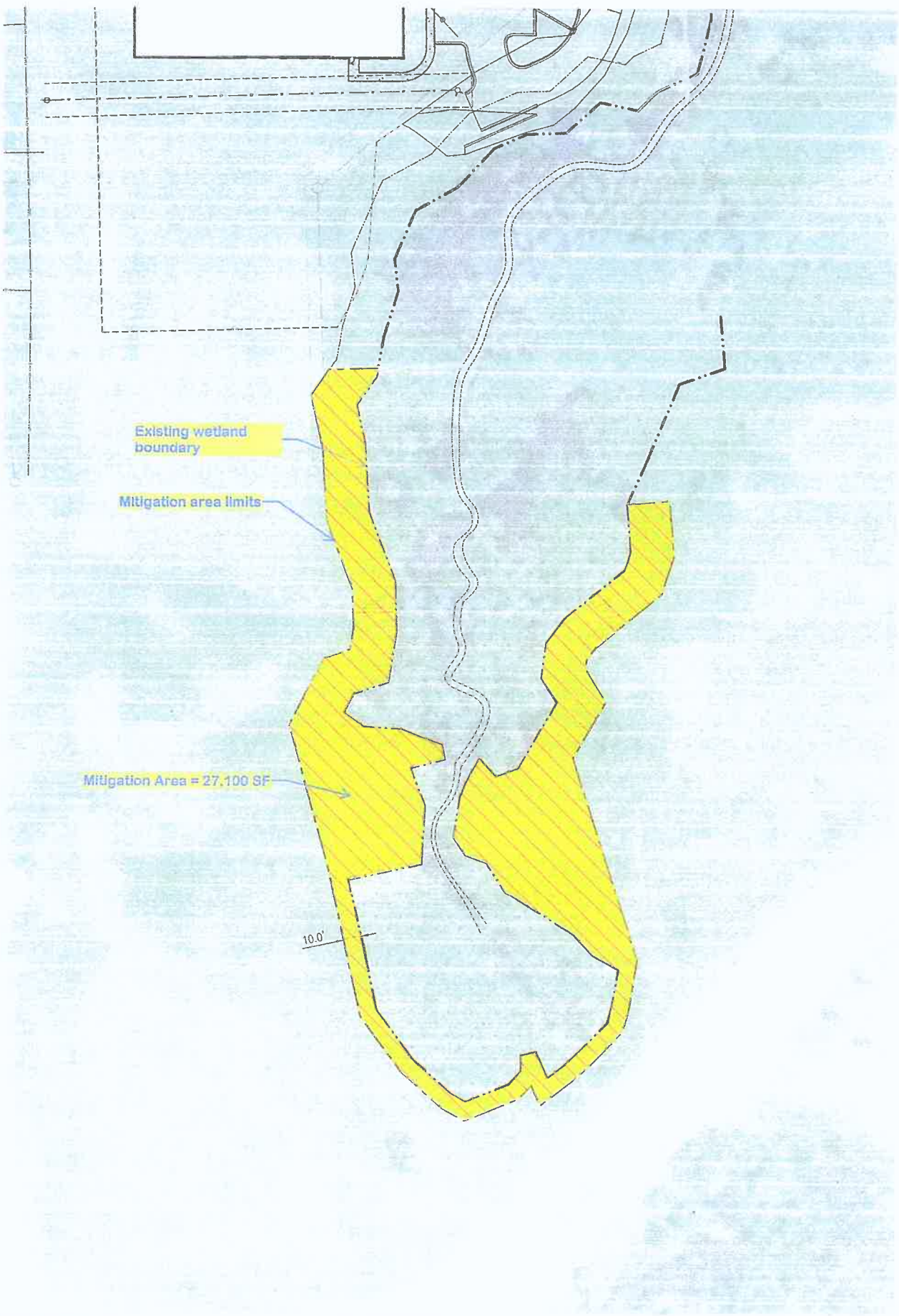
Sports Specialists
Mitigation Exhibit

2016-02-04

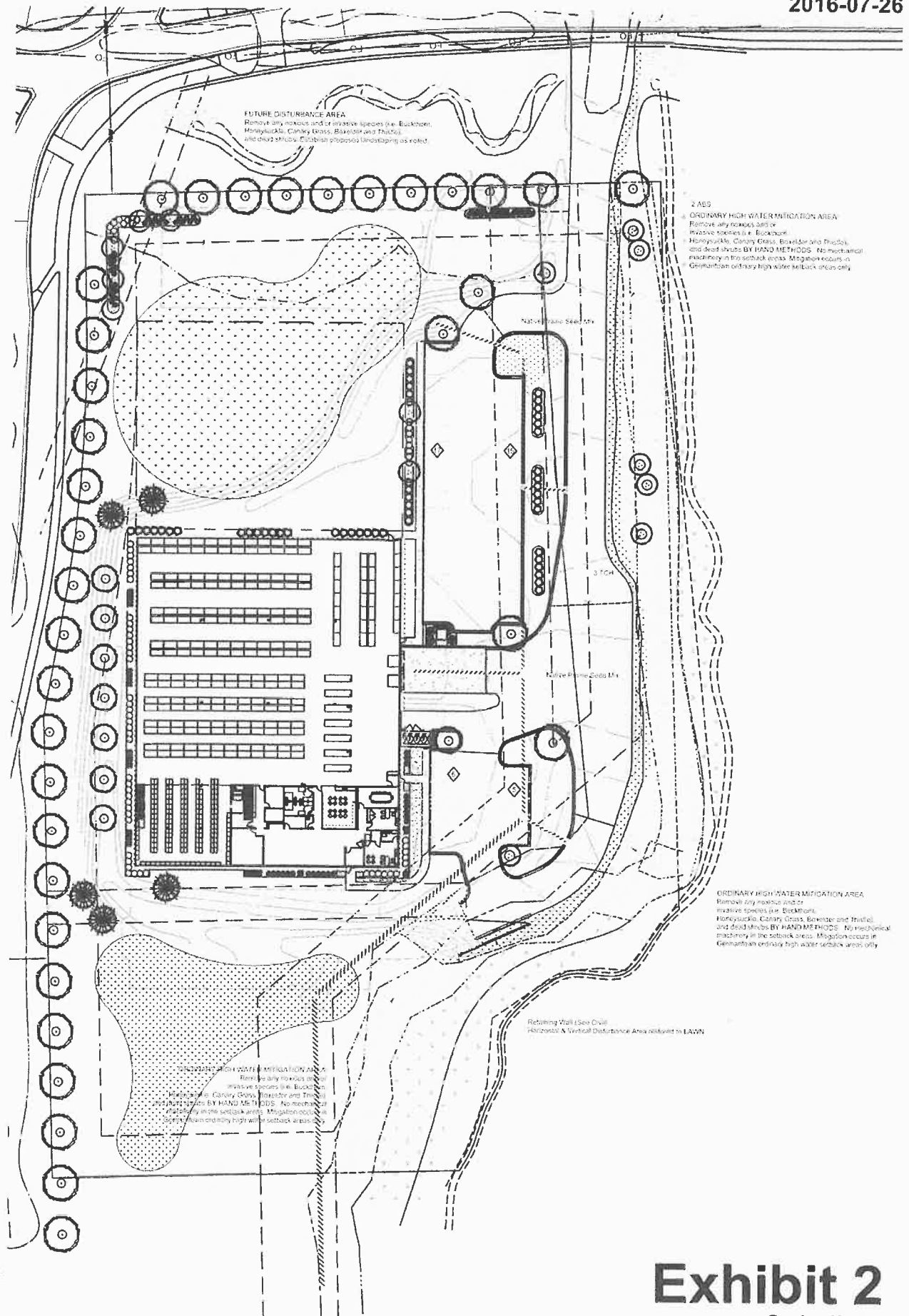
North
Scale: 1" = 50'

EXHIBIT 1





SPORTS SPECIALISTS
of Milwaukee, Inc.



**HELLER &
ASSOCIATES, INC.**
LANDSCAPE ARCHITECTS

One Ridgewood Court
Madison, Wisconsin 53402
ph 262.639.9733
fx 262.639.9732
dms@steelcraftinc.com

Exhibit 2

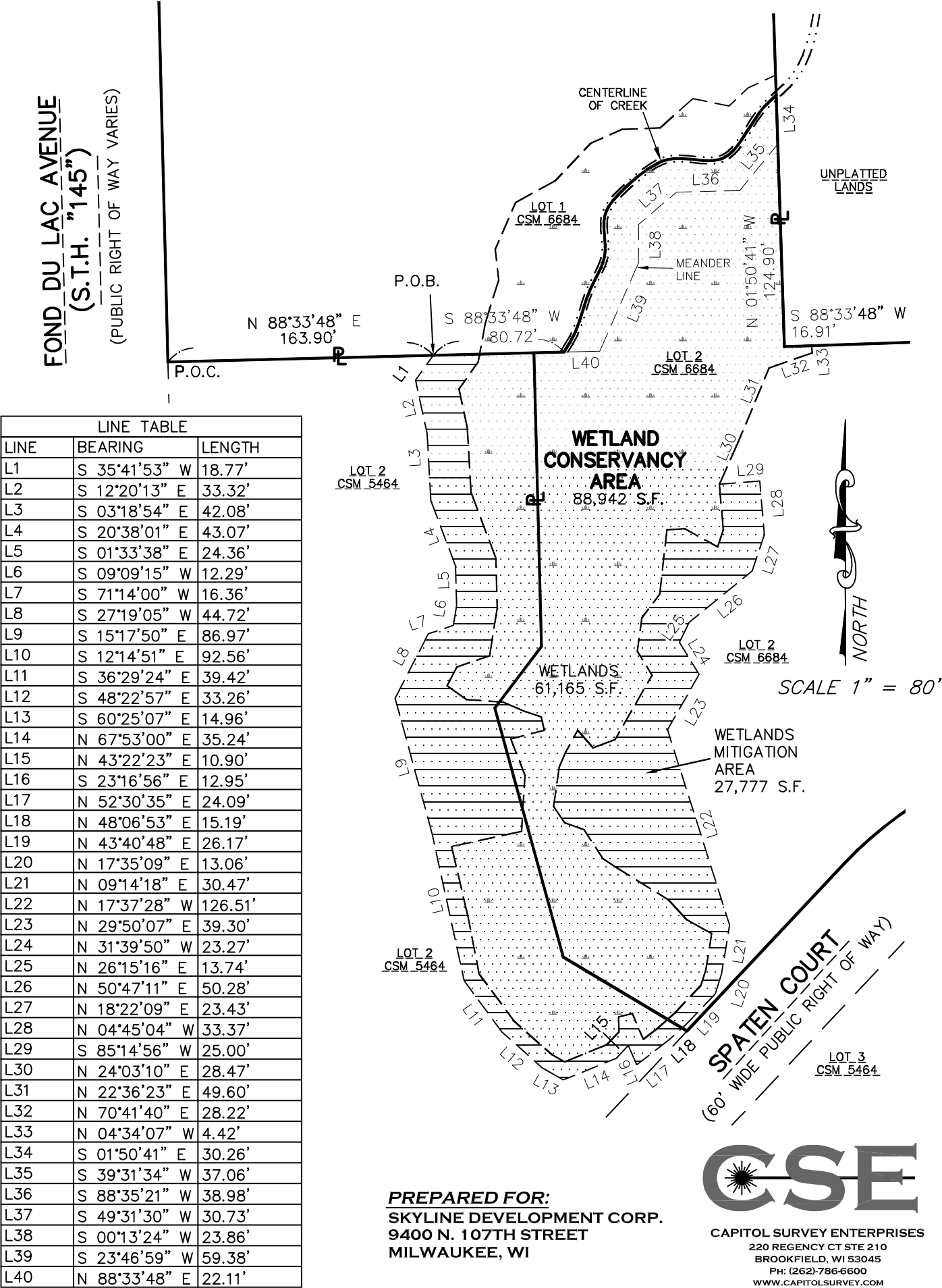
Scale: 1"=80'

WETLAND CONSERVANCY EXHIBIT

PART OF LOT 2 OF CSM 5464 AND LOT 2 OF CSM 6684 IN THE NORTHWEST 1/4 OF SECTION 36, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID CSM 6684, THENCE N 88°33'48" E 163.90 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE S 35°41'53" W 18.77 FEET; THENCE S 12°20'13" E 33.32 FEET; THENCE S 03°18'54" 42.08 FEET; THENCE S 20°38'01" E 43.07 FEET; THENCE S 01°33'38" E 24.36 FEET; THENCE S 09°09'15" W 12.29 FEET; THENCE S 71°14'00" W 16.36 FEET; THENCE S 27°19'05" W 44.72 FEET; THENCE S 15°17'50" E 86.97 FEET; THENCE S 12°14'51" E 92.56 FEET; THENCE S 36°29'24" E 39.42 FEET; THENCE S 48°22'57" 33.26 FEET; THENCE S 60°25'07" E 14.96 FEET; THENCE N 67°53'00" E 35.24 FEET; THENCE N 43°22'23" E 10.90 FEET; THENCE S 23°16'56" E 12.95 FEET; THENCE N 52°30'35" E 24.09 FEET; THENCE N 48°06'53"E 15.19 FEET; THENCE N 43°40'48" E 26.17 FEET; THENCE N 17°35'09"E 13.06 FEET; N 09°14'18" E 30.47 FEET; THENCE N 17°37'28" W 126.51 FEET; THENCE N 29°50'07" E 39.30 FEET; THENCE N 31°39'50" W 23.27 FEET; THENCE N 26°15'16" E 13.74 FEET; THENCE N 50°47'11" E 50.28 FEET; THENCE N 18°22'09" E 23.43 FEET; THENCE N 04°45'04" W 33.37 FEET; THENCE S 85°14'56" W 25.00 FEET; THENCE N 24°03'10" E 28.47 FEET; THENCE 22°36'23" E 49.60 FEET; THENCE N 70°41'40' E 28.22 FEET; THENCE N 04°34'07" W 4.42 FEET TO THE NORTH LINE OF LOT 2 OF CSM 6684; THENCE S 88°33'48 W 16.91 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID CSM; THENCE N 01°05'41" W 124.90 FEET TO A MEANDER POINT OF THE CENTERLINE OF A CREEK, SAID POINT BEING S 01°50'41" E 30.26 FEET FROM THE INTERSECTION OF SAID CENTERLINE AND THE EAST LINE OF SAID LOT 2; THENCE MEANDERING SAID CENTERLINE THE FOLLOWING FIVE CALLS: (1) S 39°31'34" W 37.06 FEET, (2) S 88°35'21" W 38.98 FEET, (3) S 49°31'30" W 30.73 FEET, (4) S 00°13'24" W 23.86 FEET, (5) S 23°46'59" W 59.38 FEET TO A POINT N 88°33'48" E 22.11 FEET FROM THE INTERSECTION OF SAID CENTERLINE AND THE NORTH LINE OF SAID LOT 2; THENCE S 88°33'48" W 80.72 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINING: 75,322 SQUARE FEET OR 1.7291 ACRES

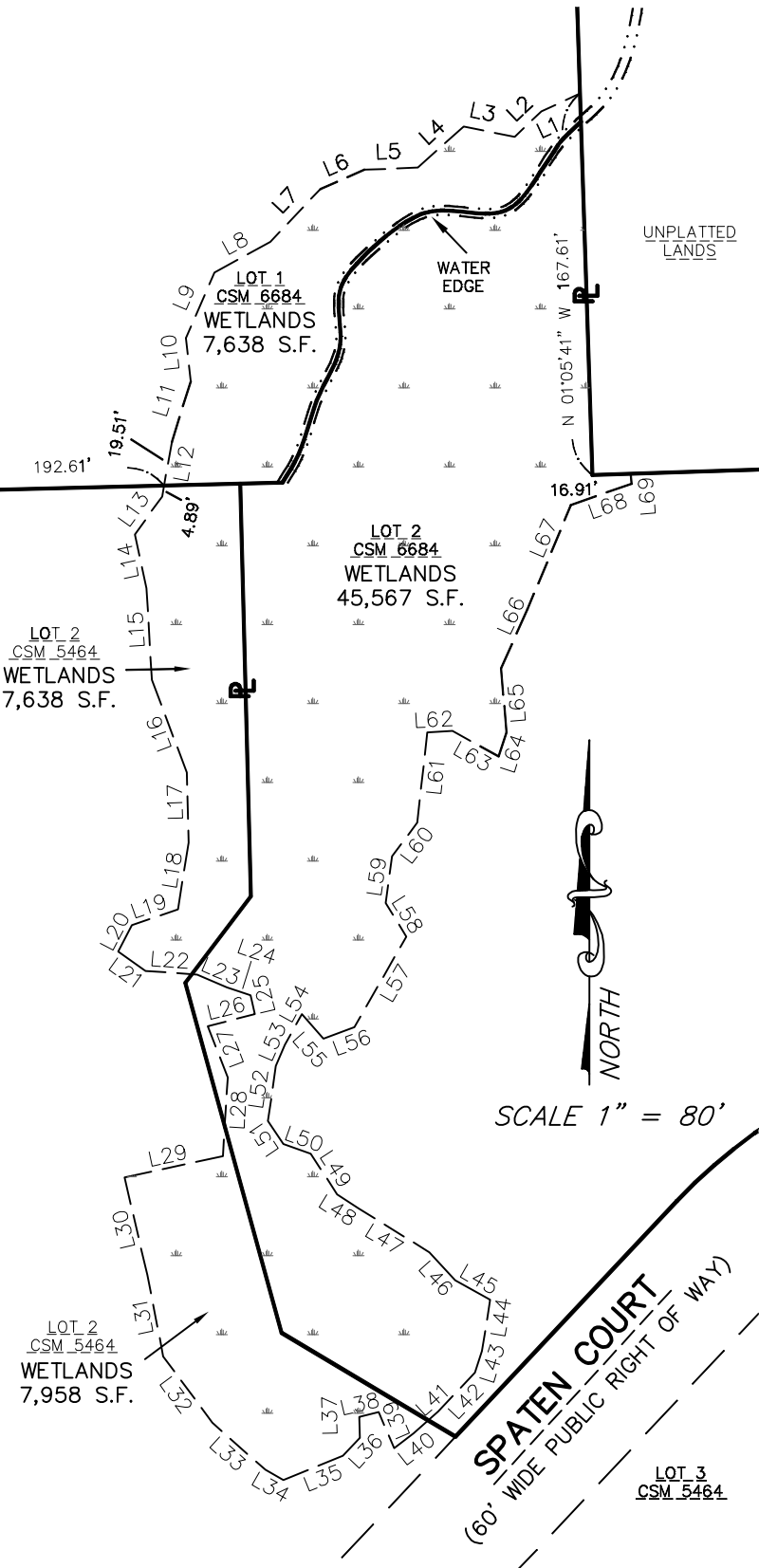


WETLANDS EXHIBIT

FOND DU LAC AVENUE (S.T.H. "145")
(PUBLIC RIGHT OF WAY VARIES)

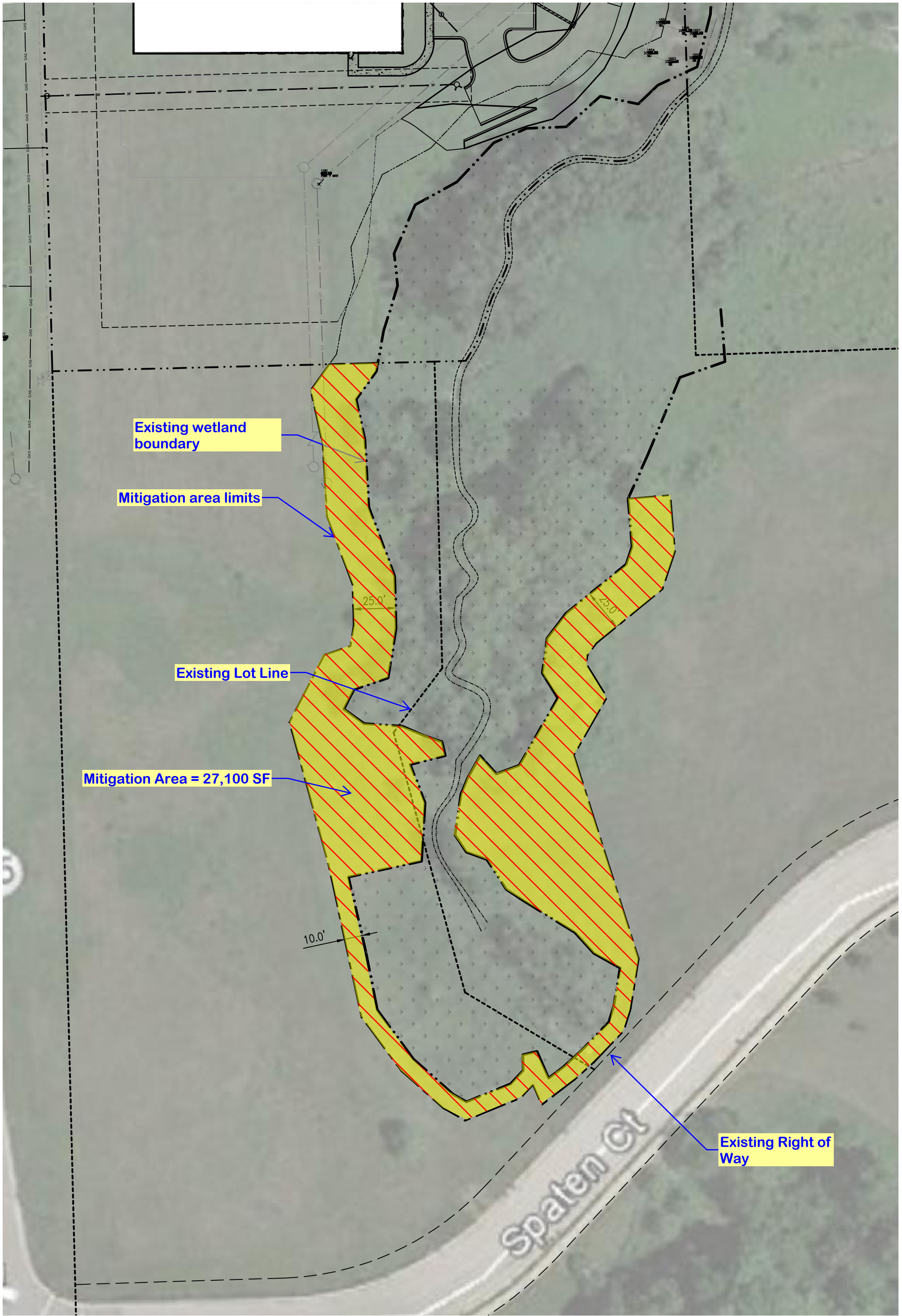
LINE TABLE		
LINE	BEARING	LENGTH
L1	S 64°59'55" W	18.75'
L2	S 46°21'39" W	16.16'
L3	N 78°27'34" W	22.90'
L4	S 48°02'53" W	27.01'
L5	S 87°35'54" W	23.56'
L6	S 66°23'22" W	21.08'
L7	S 43°18'36" W	31.90'
L8	S 61°18'04" W	28.05'
L9	S 23°25'32" W	31.44'
L10	S 06°11'04" E	19.10'
L11	S 17°15'38" W	27.79'
L12	S 10°09'24" W	24.40'
L13	S 35°41'53" W	20.54'
L14	S 12°20'13" E	24.15'
L15	S 03°18'54" E	40.24'
L16	S 20°38'01" E	43.47'
L17	S 01°33'90" E	30.90'
L18	S 09°09'15" W	29.68'
L19	S 71°14'00" W	21.32'
L20	S 27°19'05" W	13.02'
L21	S 54°23'43" E	14.71'
L22	S 85°59'25" E	22.68'
L23	S 66°45'31" E	14.34'
L24	S 71°25'44" E	10.86'
L25	S 13°09'30" E	8.54'
L26	S 75°52'51" W	21.38'
L27	S 21°16'58" E	24.23'
L28	S 03°34'12" W	34.61'
L29	S 77°47'00" W	44.20'
L30	S 13°10'05" E	43.97'
L31	S 11°08'13" E	36.44'
L32	S 36°29'24" E	36.23'
L33	S 48°22'57" E	31.17'
L34	S 60°25'07" E	9.06'
L35	N 67°53'00" E	28.22'
L36	N 43°22'23" E	10.88'
L37	N 01°36'14" W	9.26'
L38	N 76°33'48" E	8.69'
L39	S 23°16'56" E	17.25'
L40	N 52°30'35" E	10.86'
L41	N 48°06'53" E	14.42'
L41	N 43°40'48" E	23.46'
L42	N 17°35'09" E	10.01'
L43	N 09°14'18" E	22.72'
L44	N 60°52'19" W	17.61'
L45	N 42°31'13" W	16.72'
L46	N 58°16'33" W	36.39'
L47	N 56°29'30" W	11.48'
L48	N 33°08'39" W	21.26'
L49	N 70°21'17" W	12.78'
L50	N 33°43'23" W	12.14'

LINE TABLE		
LINE	BEARING	LENGTH
L51	N 08°07'14" E	24.36'
L52	N 22°52'25" E	10.18'
L53	N 29°02'27" E	15.34'
L54	S 41°44'41" E	14.38'
L55	N 69°35'20" E	14.45'
L56	N 29°50'07" E	45.83'
L57	N 31°39'50" W	17.38'
L58	N 07°52'28" E	20.72'
L59	N 36°57'53" E	18.43'
L60	N 06°16'06" E	39.87'
L61	S 46°21'39" W	16.16'
L62	N 86°43'48" E	11.13'
L63	S 61°06'40" E	23.08'
L64	N 18°22'09" E	11.05'
L65	N 04°45'04" W	28.25'
L66	N 24°03'10" E	28.47'
L67	N 22°36'23" E	49.60'
L68	N 70°41'40" E	28.22'
L69	N 04°34'07" W	4.42'



CAPITOL SURVEY ENTERPRISES
220 REGENCY CT STE 210
BROOKFIELD, WI 53045
PH: (262) 786-6600
WWW.CAPITOLSURVEY.COM

PREPARED FOR:
SKYLINE DEVELOPMENT CORP.
9400 N. 107TH STREET
MILWAUKEE, WI



BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 2, 2024

PLACEMENT: Action Item

ITEM TITLE: Village of Germantown Community Development Department - Proposed Text Amendments to Chapter 17.41 (Accessory Use, Building & Structures), Section 17.43 (Site Plan Approval Requirements), Section 17.45 (Traffic, Parking, Loading & Access), and Section 17.46 (Signs) of the Village of Germantown Municipal Code.

SUBMITTED BY: Jeff Retzlaff, Community Dev. Director

SUMMARY EXPLANATION:

Zoning Code text amendments proposed by Community Development Department Staff.

ATTACHMENT:

1. STAFF REPORT-ZONING CODE AMENDMENTS
2. 2-ORDINANCE-Zoning Code Text Amendments-11-11-24-PC
3. PH NOTICE-ZONING CODE AMENDMENTS

STAFF RECOMMENDATION:

Staff Recommendation: APPROVE the proposed Zoning Code text amendments.

ACTION BY Committee:

Plan Commission Recommendation: APPROVE the proposed Zoning Code text amendments as drafted.

ZONING CODE TEXT AMENDMENTS

11/11/24 Plan Commission Meeting

Germantown Community Development Department

Village Staff Report & Recommendation

Germantown, Wisconsin

Summary

The Community Development Department (Planning & Zoning Services) is proposing a series of text amendments to Section 17.41 (Accessory Use, Building & Structures), 17.43 (Site Plan Approval Requirements), 17.45 (Traffic, Parking, Loading & Access), and 17.46 (Signs) in the Zoning Code.

The following proposed text amendments to the Zoning Code correspond to the draft ordinance attached:

Amendment #1 (see Section 1; page)

The proposed amendment to Section 17.41 is intended to clarify the provisions regarding the size and number of accessory buildings allowed in the residential zoning districts, as well as what type and size of accessory structures are exempt from the regulations.

Amendment #2 (see Section 2; page 1)

The amendment to Section 17.43(4) is a “housekeeping” type amendment necessary to update the application submittal requirements to jibe with the current process used for Site Plan applications.

Amendment #3 (see Section 2; page 2)

The amendment to Section 17.43(5) is a “housekeeping” type amendment necessary to update the landscaping plan requirements to jibe with the current process used for Site plan approval, including creating a connection to the policies and standards in the Village’s recently adopted Comprehensive Tree Plan.

Amendment #4 (see Section 3; page 2)

The amendment to Section 17.45(1) is a “housekeeping” type amendment needed to clarify pavement requirements for non-residential off-street parking areas, and, to increase the minimum width requirement for the required “greenbelt” around parking lots from 8 to 15 feet.

Amendment #5 (see Section 3; page 3)

The amendment to Section 17.45(4) is a “housekeeping” type amendment necessary to clarify the driveway setback requirements.

Amendment #6 (see Section 4; page 3)

The amendment to Section 17.46(7)(a) is a “housekeeping” type amendment necessary to clarify what façade or building elevation wall signs are allowed in the Business, Industrial and Institutional Zoning Districts.

Amendment #7 (see Section 4; page 3)

The amendment to Section 17.46(7)(c) is necessary to clarify the provision for the number, location and materials allowed for ground signs in the Business, Industrial and Institutional Zoning Districts.

Amendment #8 (see Section 4; page 4)

The amendment to TABLE 1. Under Section 17.46(7) clarifies the sign area, height and setback allowances and requirements for ground signs for single and multi-tenant buildings in the in the Business, Industrial and Institutional Zoning Districts.

Amendment #9 (see Section 4; page 5)

The amendment to Section 17.46(7)(h) clarifies the type of “reader board” type signs are allowed as part of ground signs in the Business, Industrial and Institutional Zoning Districts.

Amendment #10 (see Section 4; page 5)

The amendment to Section 17.46(13) clarifies what constitutes a non-conforming sign, how they can be used, what restrictions apply and creates a provision that allows the Plan Commission to consider existing non-conforming signs as part of the approval process for new signs.

VILLAGE STAFF RECOMMENDATION

A recommendation from the Plan Commission is necessary to move the proposed code amendments to the Village Board for consideration and action. The recommendation is to **APPROVE** the proposed text amendments to Section 17 as presented in the draft ordinance (copy attached) and summarized herein.

**AN ORDINANCE AMENDING SECTION 17 (ZONING) OF
THE VILLAGE OF GERMANTOWN MUNICIPAL CODE**

THE VILLAGE BOARD FOR THE VILLAGE OF GERMANTOWN, WASHINGTON COUNTY,
WISCONSIN, ORDAINS AS FOLLOWS:

SECTION 1. That Section 17.41 (Accessory Use, Building, and Structures) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

17.41(1) SIZE AND NUMBER LIMITATIONS.

- (a) In the single-family and 2-family zoning districts (Rs-1 through Rs-7 and Rd-2), each residential dwelling shall be constructed to include an attached garage and/or a detached garage (i.e., detached accessory building). Where a dwelling contains a single attached garage, there is no specific size (area) limit for the attached garage subject to the maximum lot coverage, building height, building setback or other applicable allowances and limitations set forth in Table 1 below and in the applicable zoning district. ~~there is no specific size (area) limit for an attached garage.~~ A dwelling within the Rs-1 or Rs-2 District may include a second attached garage provided that such garage complies with the area standards in subsection (b) below.
- (b) The maximum size of an second attached garage and the maximum size and number of detached garages and other accessory buildings allowed per lot or parcel in the single-family, two-family, and multi-family zoning districts shall be as set forth in Table 1 below.
- (c) The following detached accessory buildings and accessory structures are exempt from the limitations in Table 1 below (but subject to zoning and building permit requirements):
1. Pre-fabricated and pre-assembled sheds, containers, and other non-habitable storage or recreational structures under 100 sqft, including but not limited to: deck boxes, tool sheds, children's play equipment and tree houses.
- (d) The extension or overhang of a roof (i.e., "lean-to") greater than three (3) feet outward from the wall to which the roof structure is attached shall be included in (count against) the total area allowed for a detached accessory building.

SECTION 2. That Section 17.43 (Site Plan Approval Requirements) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

- 17.43(4) OFFICIAL SUBMITTALS REQUIRED.** An application for site plan approval shall include all required fees, application forms and checklists available from the Community Development Department, and all supporting documents and information required herein. The format of said application, the number of copies, and all other submittal requirements shall be specified by the Community Development Department. Ten copies of the site plan, accompanied by a dated letter of submittal requesting action, shall be submitted to the Plan Commission for its review and action. The site plans shall be submitted to the Plan Commission at least 10 days prior to the Plan Commission meeting at which the site plan will be considered for approval unless an extension of time is mutually agreed upon.

AN ORDINANCE AMENDING SECTION 17 (ZONING) OF
THE VILLAGE OF GERMANTOWN MUNICIPAL CODE

17.43(5) LANDSCAPE REQUIREMENTS AND PLAN REVIEW.

(a) In the development of new subdivisions and all other development in zoning districts requiring site plan approval, ~~commercial property, industrial, elderly housing, multifamily and institutional properties~~, the Village Forester and/or Village Plan Commission will review landscape plans provided by the developer and shall require that street trees be planted, or payment in lieu of planting (to be made in an amount to be determined by the Village Forester per tree), for any of the streets, parking lots, outlots, parks and other public places contained within or abutting lands henceforth developed and/or subdivided. The developer will submit a tree removal plan that shows exact trees proposed to be removed in the new development, and such removals shall be subject to approval of the Forester and/or the Plan Commission. The developer will also provide a plan specifying methods of protecting trees not listed for removal. Said landscape plans, street tree plans, and tree removal plans shall be consistent with the policies and standards in the Village's Comprehensive Tree Plan.

~~(d) Notwithstanding the foregoing, this subsection shall not apply to development of lands and infrastructure by the Village in tax incremental financing districts. In such developments, the tax incremental financing district project plan shall be controlling.~~

SECTION 3. That Section 17.45 (Traffic, Parking, Loading and Access) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

17.45(1) PARKING REQUIREMENTS. In all zoning districts ~~and in connection with every use, there shall be provided~~ at the time any use or building is commenced or changed, erected, enlarged, extended or increased, a sufficient number of off-street parking stalls shall be provided for all vehicles and shall be constructed in accordance with the following standards:

(c) All open off-street parking areas except parking spaces accessory to single-family and 2-family dwellings shall be surfaced with a bituminous asphalt or concrete pavement (excluding brick, cobblestone, gravel, asphalt millings, tar & chip, or similar loose materials) in accordance with the Village standards and specifications. Such parking areas shall be graded so as to dispose of all surface waters and no significant surface waters shall be allowed to drain across public sidewalks. Such parking areas shall be so arranged and marked to provide for orderly and safe parking and storage of vehicles, and shall be so improved with wheel stops or bumper guards to prevent encroachment into adjacent lots or public ways. All public off street parking areas which are created or redesigned and rebuilt subsequent to the adoption of this section shall be provided with accessory landscape areas totaling not less than 5% of the surfaced parking area. The minimum size of each landscape area shall be not less than 75 square feet. Each such parking area shall be bounded by a landscaped greenbelt of at least fifteen (15) 8 feet in width between the parking area and all property boundaries (unless the Plan Commission determines a wider greenbelt is necessary due to topography, adjacent uses, the need for berms or fences, the type and amount of landscape plantings, or other purposes specified as part of the site plan approval process). The location of landscape areas and plant materials and the protection afforded the plantings, including curbing and provision for maintenance, shall be subject to approval by the Plan Commission. All plans for such proposed parking areas shall include a topographic survey

**AN ORDINANCE AMENDING SECTION 17 (ZONING) OF
THE VILLAGE OF GERMANTOWN MUNICIPAL CODE**

showing the grade and location of improvements. Existing trees, shrubs and other natural vegetation in the parking area may be included in the required minimum landscape area. All of the requirements of this paragraph, including surfacing, shall be completed within one year after the occupancy permit is issued.

17.45(4) DRIVEWAYS. The number, setback and separation between all driveways installed, altered, changed, replaced or extended after the effective date of this chapter shall meet the following requirements:

- (a) Unless a shared driveway is installed pursuant to subsection (d) below, the minimum distance separation islands between driveway openings shall be provided with a minimum of 10 feet between all driveways and the minimum setback for all driveways, drive isles, and parking stalls shall be 5 feet from at all lot lines. Except for lots with 200 or more feet of frontage, no more than one driveway shall be permitted for each single-family lot or parcel and no more than 2 driveways for each 2-family lot or parcel. The number and location of driveways located on multi-family, institutional, professional office, commercial and industrial parcels shall be determined by the Plan Commission through the site plan approval process subject to site plan review, pursuant to section 17.43 of this chapter.

SECTION 4. That Section 17.46 (Signs) is revised as follows where words that are ~~stricken~~ are deleted and words that are underlined are to be added:

17.46(7) SIGNS PERMITTED IN BUSINESS, INDUSTRIAL AND INSTITUTIONAL DISTRICTS WITH A SIGN PERMIT. The following signs are permitted in all business, industrial and institutional districts, subject to the following restrictions:

- (a) Wall signs shall not exceed 1.5 square feet of signage per one linear foot of building frontage, up to a maximum of 300 square feet for any individual use. Signage is only permitted on the building elevation or façade directed toward a street or road the building has access frontage. However, the Plan Commission may approve signage on any facade of a building when deemed appropriate for the use. In addition to signage on a building frontage, the Plan Commission may also permit directional wall signage on any facade of a building when it is necessary and appropriate for the use. Wall signs shall not extend above the ceiling level of the top floor of the building upon which they are located.
- (c) Ground signs shall meet the requirements set forth in Table 1. Subject to the existing sign provisions in subsection (13) below, ~~One~~ one ground sign may be allowed per parcel unless a parcel has access to two or more streets or roads (such as a corner lot), in which case one ground sign may be allowed along each road the subject property has at least 250 feet of road frontage. All ground signs shall be mounted on a decorative masonry base constructed of the same or similar materials as the principal building, e.g. stone, decorative block. Other structural components, including but not limited to any metal or wood support posts or pylons shall be covered with the same or similar decorative and compatible material. All single-tenant ground signs shall include the street address coordinates for the property mounted on the base or other visible part of the

**AN ORDINANCE AMENDING SECTION 17 (ZONING) OF
THE VILLAGE OF GERMANTOWN MUNICIPAL CODE**

sign (minimum 5-inch numbering). No ground sign ~~shall~~ **should** be placed closer than ~~150~~ **80** feet to another ground sign or projecting, awning, canopy or marquee sign. See also section 17.46(13). Any time the Plan Commission reviews a permit for a **new or modified** ground sign, landscaping shall be required according to the following provisions:

1. The landscaping shall extend a minimum of 3 feet from the outer edge of the sign base on all sides. Where the area around the base of a sign is insufficient in size to accommodate landscaping, the Plan Commission may permit installation of a portion of the required landscaping at an alternate location on the site or at their discretion waive the landscaping requirement.
2. Ground signs shall be landscaped with small shrubs, ornamental grasses, and perennials a minimum of 2 to 4 feet in height at the time of planting, depending on the height of the sign. Shrubs shall include evergreen varieties to provide green plantings year round.
3. The landscaping shall be placed and maintained as to not obstruct the view of an address placed on a monument sign.

TABLE 1.

Building Type/Area and No. of Tenants	Maximum Sign Area (square feet)	Maximum Height (feet above mean centerline of adjacent roadway)	Minimum Setback (feet from property line)
Single and Multi-Tenant (< 3 tenants and < 25,000 SF gross building area)	80 SF per side 160 SF total	10 feet	5 feet
Multi-Tenant (4 to 9 tenants and 25,000 to < 50,000 SF gross building area)	120 SF per side 240 SF total	15 feet	10 5 feet or 1/2 total sign height whichever is greater
Multi-Tenant (> 10 tenants and => 50,000 SF gross building area)	160 SF per side 320 SF total (or as approved by Plan Commission)	20 feet (or as approved by Plan Commission)	15 5 feet or 1/2 total sign height whichever is greater (or as approved by Plan Commission)

AN ORDINANCE AMENDING SECTION 17 (ZONING) OF
THE VILLAGE OF GERMANTOWN MUNICIPAL CODE

(h) **ELECTRONIC MESSAGE BOARDS.** Internally lit manual letter reader board and flashing marquee type signs with a translucent white background are prohibited. Electronic message boards may be permitted by the Plan Commission but only as an integral and subordinate portion of a freestanding monument or ground sign (and not a wall, projecting, window or any other sign) provided said monument sign complies with the provisions set forth in section 17.46(7)(c) above. Electronic message boards may be allowed with approval by the Plan Commission and shall meet all of the following requirements:

2. Electronic message boards may shall not be located within 150 feet of a residential zoning district boundary provided that they are oriented, or, be located, designed or operated in such a manner as to not create in the opinion of the Plan Commission at the time of sign approval a negative visual impact on the residential property as determined by the Plan Commission used for existing residential uses;

17.46(13) **EXISTING SIGNS.** Signs lawfully existing at the time of the adoption or amendment of this section may be continued even though the use, size or location does not conform with the provisions of this section. ; provided, however, that such s Signs that do not meet the provisions of this section shall be deemed a nonconforming use or structure where the provisions of section 17.48 of this chapter shall apply except that the replacement of a sign face with the same or nearly identical sign face may be approved with a permit by the Zoning Administrator. The Plan Commission shall consider the number, type, and location of existing signs when determining if additional signs will be approved for a particular property or business, and, may require the removal or modification of any existing nonconforming signs prior to the installation of a new sign.

SECTION 5. This ordinance shall take effect and be in full force the day after its passage and publication, as provided by law.

Introduced by Trustee: _____
Adopted: _____, 2024

Vote: Ayes: _____
Nays: _____

Dean Wolter, Village President

ATTEST:

Donna Ott, Village Clerk

APPROVED AS TO FORM:

Brian Sajdak, Attorney

Published:

NOTICE OF PUBLIC HEARING VILLAGE OF GERMANTOWN

NOTICE is hereby given that a Public Hearing will be held before the Village of Germantown Plan Commission at the Germantown Village Hall located at N112W17001 Mequon Road, Germantown, Wisconsin and virtually through the WebEx platform on the following date and at the time noted below (or soon thereafter):

DATE: Monday, October 14th, 2024
TIME: 6:30 pm or later

The purpose of said hearing will be to hear all parties, their attorneys or agents, for or against the petition filed by the Village of Germantown Community Development Department for proposed text amendments to Section 17.41 (Accessory Use, Building & Structures), 17.43 (Site Plan Approval Requirements), 17.45 (Traffic, Parking, Loading & Access), 17.46 (Signs) of the Village of Germantown Municipal Code.

A copy of the proposed text amendments is on file at the Community Development Department-Planning & Zoning Services office in the Germantown Village Hall.

Citizens wishing to submit any public comments should do so by sending them by email to: comments@germantownwi.gov no later than 4:00 pm on the meeting date listed above.

Donna Ott, Village Clerk
Dated this 18th day of September 2024

To Be Published On: September 25 and October 2, 2024

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 2, 2024

PLACEMENT: Action Item

ITEM TITLE: Renewal Applications of Secondhand Article and Jewelry Dealer Licenses for 2025

SUBMITTED BY:

SUMMARY EXPLANATION:

Pursuant to §134.71, Wis. Stats. and Chapter 12.11 of the Village of Germantown Municipal Code, no person shall engage in the business of pawnbroker, secondhand article dealer, secondhand jewelry dealer or secondhand dealer mall or flea market without first obtaining a license from the Village Board. The licensing period for Secondhand Article and Jewelry Dealers is between January 1 to December 31.

The applicants have paid all applicable fees. The Department of Agriculture, Trade, and Consumer Protection recently updated the form and the Clerk's Office is having Kessler's resubmit their information on the new form. As there would not be any new information provided in the new form, this does not affect the recommendation to approve their license. Additionally, as National Rarities is a traveling business, they have advised that they will host events at Kessler's Diamond Center on 3/18/25-3/20-25; 06/03/25-06/05/25; and 09/09/25-09/11/25.

ATTACHMENT:

1. Kesslers_Redacted
2. National Rarities_Redacted
3. ecoATM - Walmart - Second Hand Article_Redacted

STAFF RECOMMENDATION:

Motion: To approve the renewal applications of the Secondhand Article and Jewelry Dealer Licenses for 2025 for the applicants listed.

ACTION BY Committee:

LICENSE APPLICATION

PAWNBROKER
SECONDHAND JEWELRY DEALER
SECONDHAND ARTICLE DEALER
SECONDHAND ARTICLE DEALER MALL or FLEA MARKET

LICENSE VALID FROM DATE OF ISSUANCE TO DECEMBER 31ST OF THE CURRENT YEAR

CHECK ALL THAT APPLY:

	☐ Original application	☒ Renewal
TYPE:	☐ Pawnbroker	☒ Secondhand Jewelry Dealer
	☐ Secondhand Article Dealer	☐ Mall or Flea Market

INSTRUCTIONS:

NATURAL PERSON (INDIVIDUAL) LICENSE – Complete Sections 1, 2, 3 and 6

PARTNERSHIP LICENSE – Complete Sections 1, 2, 3, 4 and 6

CORPORATE LICENSE – Complete Sections 1, 2, 3, 5, and 6

(SECTION 1) APPLICANT INFORMATION

Applicant Name (Last, First, MI) <u>Joseph J. Gehrke</u>	Sex <u>M</u>	Race <u>W</u>	Date of Birth <u>[REDACTED]</u>	Place of Birth (City, State, Country) <u>Madison, WI</u>
Street Address <u>N96W16920 Countyline Rd</u>	City <u>German town</u>	State <u>WI</u>	ZIP <u>53022</u>	Home Telephone Number <u>262-255-8600</u>
E-Mail Address: <u>joe@kessler-us</u>				
List all states applicant previously resided: <u>Wisconsin & Michigan</u>				
Is applicant a: ☐ Natural Person (Individual) ☒ Corporation ☐ Limited Liability Company ☐ Partnership				

(SECTION 2) CONVICTION RECORD

Has the applicant, been convicted or adjudicated of any of the following within the last 10 years where the circumstances of the offense substantially relate to the circumstances of the licensed activity :

a felony?	☐ YES	☒ NO
a misdemeanor?	☐ YES	☒ NO
a statutory violation punishable by forfeiture?	☐ YES	☒ NO
a county or municipal ordinance violation?	☐ YES	☒ NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction or penalty information:
Attach additional sheets if necessary.

(SECTION 3) BUSINESS INFORMATION

Business Name <u>Kessler's Diamond Center, Inc</u>	Street Address <u>N96W16920 Countyline Rd</u>	City <u>German town</u>	State <u>WI</u>	ZIP <u>53022</u>	Telephone Number <u>262-255-8600</u>
Owner's Name	Street Address	City	State	ZIP	Telephone Number
Owner's E-Mail Address: <u>joe@kessler-us</u>					
Business Manager's Name <u>Joseph J. Gehrke</u>	Street Address <u>N96W16920 Countyline Rd</u>	City <u>German town</u>	State <u>WI</u>	ZIP <u>53022</u>	Telephone Number <u>262-255-8600</u>
Business Manager's E-Mail Address:					
Building Owner's Name	Street Address	City	State	ZIP	Telephone Number
Building Owner's E-Mail Address:					

(SECTION 4) LIMITED LIABILITY COMPANY INFORMATION

Limited Liability Company Name: _____

List name, address, and date of birth (DOB) of all members. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	ZIP

(SECTION 5) PARTNERSHIP INFORMATION

Partnership Name: _____

List name, address, and date of birth (DOB) of all partners. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	ZIP

(SECTION 6) CORPORATE INFORMATIONCorporation Name: Kessler's Diamond Center, IncState of Incorporation: WIList name, address, and date of birth (DOB) of all corporation officers and directors. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	Zip
<u>Joseph J. Gehrke</u>	<u>[REDACTED]</u>	<u>1960 169th Rd. Germantown</u>	<u>WI</u>	<u>53022</u>	

(SECTION 7) PENALTY NOTICE

I understand that this license may be denied or revoked for fraud, misrepresentation or false statement contained in the application or for any violation of Wis. Stat. §§ 134.71, 943.34, 948.62 or 948.63.

Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge. I agree to inform the clerk within ten (10) days of any change in the information supplied in this application.

Signature of Applicant: [Signature]Print Name of Applicant: Joseph J. Gehrke**FOR ADMINISTRATIVE USE ONLY**

Licensing Authority	Date Approved by Village Board	License Number Assigned	Date Effective	Clerk / Deputy Clerk
VILLAGE OF GERMANTOWN				
FEES RECEIVED: Pawnbroker Bond \$ <u>500.00</u> Secondhand Article License \$ <u>27.50</u> Pawnbroker License \$ <u>210.00</u> Secondhand Dealer Mall/Flea Market License \$ <u>165.00</u> Secondhand Jewelry License \$ <u>30.00</u> TOTAL FEE: \$ _____				

FOR LAW ENFORCEMENT USE ONLY
☐ Recommend Approval to Village Board ☐ Recommend Denial to Village Board (Attach explanation.)

Officer or the Investigating Officers Signature: _____ Date: _____

Print Name of Officer or the Investigating Officers: _____



Wisconsin Department of Agriculture, Trade and Consumer Protection
 Bureau of Consumer Protection
 2811 Agriculture Drive, PO Box 8911, Madison WI 53708-8911
 Phone: (800) 422-7128 FAX: (608) 224-4677 TDD: (608) 224-5058
 Email: DATCPHotline@wi.gov Website: datcp.wi.gov

LICENSE APPLICATION for

- Pawnbroker
- Secondhand Jewelry Dealer
- Secondhand Article Dealer
- Secondhand Article Dealer Mall or Flea Market

Wis. Stat. § 134.71

Completion of this form is mandatory; failure to fully complete this form will result in denial of the license application. Personally identifiable information may be used for purposes other than for which it is originally being collected. *Wis. Stat. § 15.04(1)(m)*.

CHECK ALL THAT APPLY:

☐ Original application ☒ Renewal

TYPE: ☐ Pawnbroker ☒ Secondhand Jewelry Dealer ☒ Secondhand Article Dealer ☐ Mall or Flea Market

INSTRUCTIONS:

NATURAL PERSON (INDIVIDUAL) LICENSE – Complete Sections 1, 2, 3 and 6

PARTNERSHIP LICENSE – Complete Sections 1, 2, 3, 4 and 6

CORPORATE LICENSE – Complete Sections 1, 2, 3, 5, and 6

(SECTION 1) APPLICANT INFORMATION

FIRST NAME National Rarities LLC Dennis		MI M	LAST NAME McCaffrey		HOME TELEPHONE NUMBER () -
SEX Male	RACE White		DATE OF BIRTH [REDACTED]	PLACE OF BIRTH (City, State, Country) St. Louis, MO, USA	
ADDRESS STREET 2190 S Mason rd ste 209		CITY St. Louis		STATE MO	ZIP 63131

LIST ALL STATES APPLICANT PREVIOUSLY RESIDED:

Missouri

IS APPLICANT A: ☐ Natural Person (Individual) ☐ Corporation ☒ Limited Liability Company ☐ Partnership

(SECTION 2) CONVICTION RECORD

Has the applicant, been convicted or adjudicated of any of the following within the last 10 years where the circumstances of the offense substantially relate to the circumstances of the licensed activity:

a felony? ☐ YES ☒ NO

a misdemeanor? ☐ YES ☒ NO

a statutory violation punishable by forfeiture? ☐ YES ☒ NO

a county or municipal ordinance violation? ☐ YES ☒ NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction or penalty information:

Attach additional sheets if necessary.

(SECTION 3) BUSINESS INFORMATION

BUSINESS NAME National Rarities LLC	ADDRESS STREET 2190 S Mason rd ste 209	CITY St. Louis	STATE MO	ZIP 63131	PHONE NUMBER (888) 787 -1112
OWNER'S NAME Dennis M McCaffrey	ADDRESS STREET 2190 S Mason rd ste 209	CITY St. Louis	STATE MO	ZIP 63131	PHONE NUMBER (888) 787 -1112
BUSINESS MANGER'S NAME Matt Kruszynski	ADDRESS STREET 2190 S Mason rd ste 209	CITY St. Louis	STATE MO	ZIP 63131	PHONE NUMBER (888) 787 -1112
BUILDING OWNER'S NAME Kesslers Diamond, Inc	ADDRESS STREET N96 W 16920 County Line rd	CITY Germantown	STATE WI	ZIP 53022	PHONE NUMBER (262) 251 -4570

(SECTION 4) LIMITED LIABILITY COMPANY INFORMATIONLimited Liability Company Name: **National Rarities LLC**List name, address, and date of birth (DOB) of all members. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	Zip
McCaffrey, Dennis					
Clough, Louis					

(SECTION 5) PARTNERSHIP INFORMATION

Partnership Name:

List name, address, and date of birth (DOB) of all members. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	Zip

(SECTION 6) CORPORATION INFORMATION

Corporation Name:

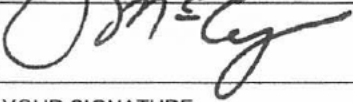
List name, address, and date of birth (DOB) of all members. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	Zip

(SECTION 7) PENALTY NOTICE

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Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge. I agree to inform the clerk within ten (10) days of any change in the information supplied in this application.



YOUR SIGNATURE

Dennis McCaffrey

PRINT NAME

FOR ADMINISTRATIVE USE ONLY

LICENSING AUTHORITY		LICENSE NUMBER ASSIGNED	DATE EFFECTIVE	CLERK
FEES RECEIVED:	Pawnbroker Bond	\$	Secondhand Article License	\$
	Pawnbroker License	\$	Secondhand Dealer Mall/Flea Market License	\$
	Secondhand Jewelry License	\$	TOTAL FEE:	\$

FOR LAW ENFORCEMENT USE ONLY☐ Recommend Approval ☐ Recommend Denial (Attach explanation.)

Investigating Office Signature:

Date:

Print Name of Investigating Officer:



Wisconsin Department of Agriculture, Trade and Consumer Protection
 Bureau of Consumer Protection
 2811 Agriculture Drive, PO Box 8911, Madison WI 53708-8911
 Phone: (800) 422-7128 FAX: (608) 224-4677 TDD: (608) 224-5058
 Email: DATCPHotline@wi.gov Website: datcp.wi.gov

LICENSE APPLICATION for

- Pawnbroker
- Secondhand Jewelry Dealer
- Secondhand Article Dealer
- Secondhand Article Dealer Mall or Flea Market

Wis. Stat. § 134.71

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CHECK ALL THAT APPLY:

☐ Original application ☒ Renewal

TYPE: ☐ Pawnbroker ☐ Secondhand Jewelry Dealer ☒ Secondhand Article Dealer ☐ Mall or Flea Market

INSTRUCTIONS:

NATURAL PERSON (INDIVIDUAL) LICENSE – Complete Sections 1, 2, 3 and 6

PARTNERSHIP LICENSE – Complete Sections 1, 2, 3, 4 and 6

CORPORATE LICENSE – Complete Sections 1, 2, 3, 5, and 6

(SECTION 1) APPLICANT INFORMATION

FIRST NAME Sean		MI E	LAST NAME Flaherty		HOME TELEPHONE NUMBER [REDACTED]
SEX M	RACE W		DATE OF BIRTH [REDACTED]	PLACE OF BIRTH (City, State, Country) Middleton, Ct.	
ADDRESS STREET 10121 BARNES CANYON RD.			CITY SAN DIEGO	STATE CA	ZIP 92121
LIST ALL STATES APPLICANT PREVIOUSLY RESIDED: CA, CT, NY					
IS APPLICANT A: ☐ Natural Person (Individual) ☐ Corporation ☒ Limited Liability Company ☐ Partnership					

(SECTION 2) CONVICTION RECORD

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a felony?	☐ YES ☒ NO
a misdemeanor?	☐ YES ☒ NO
a statutory violation punishable by forfeiture?	☐ YES ☒ NO
a county or municipal ordinance violation?	☐ YES ☒ NO

For each "YES" response provide the date of arrest, the nature of the offense and conviction or penalty information:

Attach additional sheets if necessary.

(SECTION 3) BUSINESS INFORMATION

BUSINESS NAME ecoATM, LLC	ADDRESS STREET W 190 N9855 Appleton Ave (inside Walmart1515)	CITY Gernantown	STATE WI	ZIP 53022	PHONE NUMBER (858-766-7228
OWNER'S NAME ecoATM, LLC	ADDRESS STREET 10121 BARNES CANYON RD.	CITY San Diego	STATE CA	ZIP 92121	PHONE NUMBER (858-324-4111
BUSINESS MANGER'S NAME Sean Flaherty	ADDRESS STREET 10121 BARNES CANYON RD.	CITY San Diego	STATE CA	ZIP 92121	PHONE NUMBER (858-766-7250
BUILDING OWNER'S NAME Walmart Corporation	ADDRESS STREET 702 SW 8th St	CITY Bentonville	STATE AR	ZIP 72716	PHONE NUMBER (479)273-4000

(SECTION 4) LIMITED LIABILITY COMPANY INFORMATION

Limited Liability Company Name: ecoATM, LLC

List name, address, and date of birth (DOB) of all members. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	Zip
Stan Pavlovsky CEO Chief Exective Officer					

(SECTION 5) PARTNERSHIP INFORMATION

Partnership Name:

List name, address, and date of birth (DOB) of all members. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	Zip

(SECTION 6) CORPORATION INFORMATION

Corporation Name:

List name, address, and date of birth (DOB) of all members. *Attach additional sheets if necessary.*

Name (Last, First, MI)	DOB	Street Address	City	State	Zip

(SECTION 7) PENALTY NOTICE

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Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge. I agree to inform the clerk within ten (10) days of any change in the information supplied in this application.

	Sean Flaherty
---	---------------

YOUR SIGNATURE

PRINT NAME

FOR ADMINISTRATIVE USE ONLY

LICENSING AUTHORITY		LICENSE NUMBER ASSIGNED	DATE EFFECTIVE	CLERK
FEES RECEIVED:	Pawnbroker Bond	\$	Secondhand Article License	\$
	Pawnbroker License	\$	Secondhand Dealer Mall/Flea Market License	\$
	Secondhand Jewelry License	\$	TOTAL FEE: \$	

FOR LAW ENFORCEMENT USE ONLY
☐ Recommend Approval
☐ Recommend Denial (Attach explanation.)

Investigating Office Signature:

Date:

Print Name of Investigating Officer:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 2, 2024

PLACEMENT: Action Item

ITEM TITLE: Strategy Concerning Acquisition of Properties in the Village's Village Center District (in the general area of Mequon Road and Pilgrim Road). The Village Board may convene into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

STAFF RECOMMENDATION:

ACTION BY Committee:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 2, 2024

PLACEMENT: Contract

ITEM TITLE: Contract with Copeland Companies with respect to Acquisition of Properties in the Village's Village Center District. The Village Board may convene into Closed Session per Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, and then may reconvene into open session to take such action as it deems appropriate.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

STAFF RECOMMENDATION:

ACTION BY Committee:

BUSINESS OF THE VILLAGE BOARD

MEETING DATE: December 2, 2024

PLACEMENT: Action Item

ITEM TITLE: Administrator Setting 2024 Performance Goals Update. The Village Board May Enter into Closed Session per Wis Stat § 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and then may reconvene into open session to take such action as it deems appropriate.

SUBMITTED BY:

SUMMARY EXPLANATION:

ATTACHMENT:

STAFF RECOMMENDATION:

ACTION BY Committee: